



CYNTHIA D. BANKS
Chief Deputy

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

May 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT (RITE) PROGRAM
FUNDING RECOMMENDATIONS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the funding allocations in the amount of \$1,735,067, of which \$1,621,558 will be used for current service providers, and \$113,509 will be used for Community and Senior Services (CSS) administrative costs, as indicated on Attachment A for a month-to-month contract extension, not to exceed a period of 3 months, beginning July 1, 2004 through September 30, 2004.
2. Approve contracts with the 11 service providers shown on Attachment A in substantially similar form to Attachment B for the continuation of the RITE program services on a month-to-month basis, effective July 1, 2004, not to exceed 3 months. The cost of the contracts is fully financed using California Work Opportunity and Responsibility to Kids (CalWORKs) Single Allocation dollars.
3. Delegate authority to the Director of CSS, or designee, to execute contracts, after County Counsel approval as to form, with the 11 services providers shown on Attachment A in substantially similar form to Attachment B for the continuation of RITE program services on a month-to-month basis, effective July 1, 2004, not to exceed 3 months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The RITE program provides case management and employment services to Non-English/Non-Spanish-speaking CaWORKs Greater Avenues for Independence (GAIN) participants. The current service provider contracts for the RITE program will expire on June 30, 2004.

This action will enable CSS to continue the administration of RITE program services for the Non-English/Non-Spanish-speaking CaWORKs GAIN participants in Los Angeles County while the Auditor-Controller completes its monitoring activities of the RITE program.

The Auditor-Controller (A-C) is currently engaged in a Centralized Contract Monitoring Pilot Project, as directed by your Board. The A-C anticipates the reviews being completed no later than June 30, 2004. An extension of these contracts is necessary to allow the A-C to finalize its reports on the 11 RITE Contractors and for the involved Departments to submit a recommendation to this Board regarding the future of the RITE Program.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1 of Service Excellence.

FISCAL IMPACT/FINANCING:

The projected cost of the RITE program for an extension not to exceed 3 months is \$1,735,067 (\$1,621,558 for service providers' costs, \$113,509 for CSS' administrative costs), which is fully financed using CaWORKs Single Allocation funding.

DPSS provides the funding to CSS through an intra-fund transfer. There is no impact on the County general fund as the CaWORKs Maintenance of Effort is met by DPSS.

Funding has been included in the Department's FY 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

CSS conducted an open, competitive Request for Proposal (RFP) process February 2001 to solicit service providers to provide case management and employment services to a culturally and linguistically diverse CalWORKs/GAIN population.

The 11 RITE contractors selected from this RFP are listed on Attachment A, and are private non-profit and public agencies. This is a month-to-month extension, not to exceed a period of 3 months, of the 3-year contracts, which resulted from this RFP. All contracts have been approved as to form by County Counsel and will include the contractors' agreement to adhere to all requirements of the GAIN program participant flow and regulations. Existing CSS staff and facility resources will be utilized to support the administration of this program.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide GAIN services to DPSS' Non-English/Non-Spanish-speaking CalWORKs participants. The MOU is automatically renewed for successive periods of 1 year, contingent upon the availability of State and Federal funding.

The Auditor-Controller and DPSS have reviewed and concur with the recommended actions.

The Standard Terms and Conditions of the service provider contracts have been amended to incorporate recent Board mandated provisions.

CONTRACTING PROCESS:

The 11 service providers, selected from the RFP process conducted February 2001, listed on Attachment A, are private non-profit and public agencies that have provided RITE services. This is a month-to-month extension, not to exceed a period of 3 months, of a 3-year RFP.

The minority vendor survey is included as Attachment C.

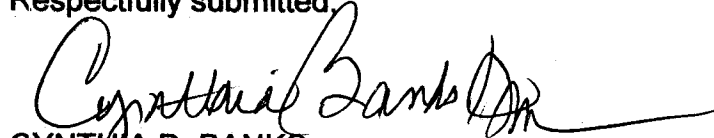
Monitoring

The A-C has agreed to provide all program monitoring and to review the corrective action plans that are submitted by the RITE contractors as part of its Centralized Contract Monitoring Pilot Project.

IMPACT ON CURRENT SERVICES

CSS has projected that an estimated 1,224 new CalWORKs/GAIN participants will be referred to the CSS RITE program. Current services will continue to be provided as outlined in agreement. This number is based on 408 intakes per month. Case management and employment services provided to these participants will assist them to achieve self-sufficiency.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Cynthia D. Banks', with a long horizontal flourish extending to the right.

CYNTHIA D. BANKS
Chief Deputy

Attachments (3)

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
Bryce Yokomizo
J. Tyler McCauley

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
July 1, 2004 - September 30, 2004
RITE CONTRACT ALLOCATIONS**

3 Month Extension

	Supv. Dist.	SPA	Agency Name	FY 2003-04 Allocation
1	1,2,3,5	2,4	ARMENIAN EVANGELICAL SOCIAL SERVICE CENTER	153,514
2	1,2,3,5	2,4,7	ARMENIAN RELIEF SOCIETY	127,806
3	1,2,3,4,5	2,3,4,8	CATHOLIC CHARITIES OF LOS ANGELES	228,565
4	2,3	4	CBD COLLEGE	125,669
5	1,3,4	3,4,7,8	COMMUNITY EMPLOYMENT PROJECT	177,917
6	4	8	COMMUNITY REHABILITATION INDUSTRIES	122,631
7	1,3	2,3,4	ECONOMIC AND EMPLOYMENT DEVELOPMENT CENTER	125,462
8	1,2,3,5	2,3,5	INTERNATIONAL INSTITUTE OF LOS ANGELES	155,366
9	2,3	2,4	JEWISH VOCATIONAL SERVICES	95,287
10	1,2,3,4,5	2,3,4,8	LOS ANGELES UNIFIED SCHOOL DISTRICT	182,457
11	1,2	3,4,8	PACIFIC ASIAN CONSORTIUM IN EMPLOYMENT	126,884
			TOTAL SERVICE PROVIDERS' COST	1,621,558
			CSS ADMINISTRATION COST (7%)	113,509
			TOTAL	1,735,067



ATTACHMENT B

RITE Contract No. _____

COMMUNITY AND SENIOR SERVICES OF THE COUNTY OF LOS ANGELES

REFUGEE IMMIGRANT TRAINING & EMPLOYMENT PROGRAM (RITE)

This month-to-month **CONTRACT** is entered into this ____ day of _____, 2004, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("**CSS**"), and _____ ("hereinafter referred to as the "**CONTRACTOR**").

RECITALS

WHEREAS, the COUNTY Department of Community and Senior Services (CSS) and the Department of Public Social Services (DPSS) are parties to an annually renewable Memorandum of Understanding (MOU) to administer the Refugee Immigrant Training and Employment Program, hereinafter referred to as the (RITE) Program, to enroll all parent or caretaker relatives who are Non-English and Non-Spanish (NE/NS) speaking, who were receiving aid in the month prior to implementation of the California Work Opportunity and Responsibility to Kids (CalWORKs), in the Greater Avenues for Independence (GAIN), and

WHEREAS, on July 1, 2004, CSS and DPSS are parties to an MOU to provide GAIN enrollment of NE/NS CalWORKs participants that will enable DPSS to meet the Federal work participation requirements, and

WHEREAS, in accordance with the MOU, DPSS has assigned CSS responsibility to provide policy guidance and oversight with respect to CalWORKs/GAIN/RITE activities for the County of Los Angeles (hereinafter referred to as the "Board of Supervisors", and also known as Chief Local Elected Officials - CLEOs), and

WHEREAS, the agreement between DPSS and CSS establishes CSS as the responsible party for administering, and recommending contractor funding for review and approval by the Board of Supervisors; and

WHEREAS, services provided by CONTRACTOR under this agreement continue to be more cost effective than if performed by COUNTY employees; and

WHEREAS, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the RITE Programs as administered in Los Angeles County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS.

(a) This CONTRACT consists of this four (4)-page document, the following exhibits and attachments, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Program Requirements (Exhibit B)
- (3) Statement of Work (Exhibit C)
- (4) Required Documents and Applicable Forms (Exhibit D)
- (5) RITE Payment Schedule (Exhibit E)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this four (4)-paged document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this CONTRACT.

SECTION 2. CONTRACTOR'S OBLIGATIONS.

(a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by the Los Angeles County CalWORKs GAIN Program, COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State).

(b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit C).

SECTION 3. COUNTY OBLIGATIONS.

(a) The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the amount obligated and paid to the CONTRACTOR by the County in the CalWORKs funds, for services provided through CalWORKs/RITE fund shall not exceed _____ dollars (\$_____.00) during the term of this CONTRACT.

SECTION 4. TERM. This CONTRACT shall be a month-to-month term contract for the RITE funding period beginning _____, 2004 through _____, 2004. All costs shall be accrued during this CONTRACT period.

SECTION 5. NOTICES/AUTHORIZED SIGNATURES.

(a) **Notices:** Unless otherwise set forth in this CONTRACT, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Adine Forman, Acting Program Manager
Department of Community and Senior Services
County of Los Angeles
3175 West Sixth Street, Suite 406
Los Angeles, CA 90020-1798

(b) CONTRACTOR

Attention: _____

(c) **Authorized Signatures.** Person(s) authorized to sign CONTRACTOR's Reimbursement Requests:

(Authorized Signature)

(Authorized Signature)

(Typed Name)

(Typed Name)

(Title)

(Title)

IN WITNESS WHEREOF, the **COUNTY OF LOS ANGELES**, has caused this Contract to be subscribed on its behalf by the Chair of the Board of Supervisors, or her designee, and the **CONTRACTOR** has subscribed the same through its authorized officer, the day, month, and year first above written. The person signing on behalf of the **CONTRACTOR** warrants that he or she is authorized to bind the **CONTRACTOR**, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By: _____
Cynthia D. Banks, Chief Deputy
Department of Community & Senior Services

Approved as to Form:

County Counsel

By: _____
Deputy County Counsel

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____
(City)

(Date)

**LOS ANGELES COMMUNITY AND SENIOR SERVICES
REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS**

FISCAL YEAR 2004/2005

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS

§ 100. DEFINITIONS.

For purposes of this CONTRACT, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Refugee and Immigrant Employment Programs, as amended, or implementing regulations.

§ 101. "ORR" shall mean the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

§ 102. "DSS" shall mean the State Department of Social Services.

§ 103. "Contractor" shall mean the agency receiving funds through this Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "CSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 106. "DPSS" shall mean the County of Los Angeles Department of Public Social Services.

§ 200. ASSURANCES/CERTIFICATIONS.

The CONTRACTOR provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The CONTRACTOR gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR governing body, authorizing receipt of Refugee and Immigrant Employment Programs funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the Refugee and Immigrant Employment Programs specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The CONTRACTOR represents and warrants that is signatory to this CONTRACT is fully authorized to obligate or otherwise bind the CONTRACTOR.

§ 202. Compliance with Laws. (a) The CONTRACTOR certifies and agrees that it will fully comply with all applicable requirements of the Refugee and Immigrant Employment Programs all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the CONTRACTOR is provided actual or constructive notice. The County reserves the right to review the CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the

federal government, as applicable. Additionally, the CONTRACTOR assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

(b) The CONTRACTOR certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this CONTRACT are incorporated by this reference. The CONTRACTOR shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. EEO/Affirmative Action. The CONTRACTOR, in performing all obligations under the terms of the CONTRACT, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this CONTRACT will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, handicap, or political affiliation or belief.

§ 204. Nondiscrimination in Employment. (a) The CONTRACTOR certifies that all persons employed by the CONTRACTOR, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT. For the purpose of this Paragraph, discrimination in the provision of services include, but is not limited to, the following:

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act;

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) The CONTRACTOR shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the CONTRACT are provided services without regard to race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the American with Disabilities Act.

(e) The CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by the CONTRACTOR personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the CONTRACTOR resolution of the matter, shall be referred by the CONTRACTOR to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or Federal enforcement agency. At the time any person applies for services under this CONTRACT, he or she shall be advised by CONTRACTOR of these procedures.

(f) A copy of such non-discrimination in services policy and procedures, as identified herein above, shall be posted by the CONTRACTOR in a conspicuous place, available and open to the public, in each of the facilities operated by the CONTRACTOR, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(g) The CONTRACTOR shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this CONTRACT when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this CONTRACT. While the County retains the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provision of this CONTRACT.

§ 205. Civil Rights Laws. The CONTRACTOR assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT.

§ 206. Wage and Hour Laws. The CONTRACTOR assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The CONTRACTOR shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the CONTRACTOR employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The CONTRACTOR warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the CONTRACT are eligible for employment in the United States. (c) The CONTRACTOR shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the CONTRACTOR'S failure to comply with the foregoing.

(b) The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this CONTRACT, in accordance with applicable provisions of law.

§ 209. Drug Free Workplace Compliance. The CONTRACTOR hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 210. Selective Service Compliance. CONTRACTOR shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

§ 211. Warranty of Adherence to County's Child Support Compliance Program. (a) The CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

§ 212. Acknowledgment of County's Commitment to Child Support Enforcement. The CONTRACTOR acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The

CONTRACTOR understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the CONTRACTOR with the poster to be used.

§ 213. Conflict of Interest/Contracts Prohibited. (a) The CONTRACTOR represents and warrants that no County employee whose position enables him/her to influence the award of this CONTRACT, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this CONTRACT.

(b) The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this CONTRACT will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this CONTRACT or who subsequently becomes affiliated with the CONTRACTOR in any capacity shall not participate in the provision of services provided under this CONTRACT or share in the profits of CONTRACTOR earned for a period of one year from the date he/she separated from County employment.

(c) The CONTRACTOR agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. CONTRACTOR certifies that such standards shall be adopted and implemented prior to execution of this CONTRACT.

(d) CONTRACTOR shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees and agents harmless from any loss, damage, or liability (including, without limitation, disallowed costs) resulting from a violation by the CONTRACTOR, its officer, employees and agents of this section.

§ 214. Lobbying. (a) The CONTRACTOR certifies that none of the funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any religious purpose or activity.

(b) The CONTRACTOR certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this CONTRACT upon which County may immediately terminate or suspend this CONTRACT.

§ 215. County Layoffs. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this CONTRACT.

§ 216. GAIN/GROW Program Participants. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet CONTRACTOR'S minimum qualifications for the open position. Upon request from CONTRACTOR, the County will refer GAIN/GROW participants by job category to the CONTRACTOR for consideration.

§ 217. Debarment and Suspension. (a) The CONTRACTOR certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, shall be submitted to the County as part of this contract by CONTRACTOR and comply with all of the following requirements:

(b) **Responsible Contractor.** A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** CONTRACTOR is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the County.

(d) **Non-Responsible Contractor.** County may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is any evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding

whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This §217 shall also apply to subcontractors of County CONTRACTORS.

§ 218. Nepotism. The CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this CONTRACT if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR. For the purpose of this § 218, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) CONTRACTOR financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). CONTRACTOR shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) CONTRACTOR personnel policy, which incorporates due process protection of standard personnel procedures, and which the CONTRACTOR agrees to abide by in the performance of this CONTRACT.

§ 220. Other Agreements. (a) A copy of any agreements between the CONTRACTOR and other public or private organizations which directly impact activities funded under this CONTRACT shall be kept on file at the CONTRACTOR'S offices and shall be provided to the County upon request. The CONTRACTOR shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the County under this CONTRACT.

§ 221. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this CONTRACT, the CONTRACTOR certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§ 222. Activities Prohibited. (a) The CONTRACTOR certifies that no funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT

shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(c) No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Refugee and Immigrant Employment Programs Program.

§ 223. Cost-of-Living Adjustments. Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this CONTRACT, the CONTRACTOR agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this CONTRACT to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1st of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the CONTRACTOR and its employees shall also experience no COLAs.

§ 224. Limitation on Corporate Acts. The CONTRACTOR shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing CONTRACT, or take any other steps which may materially affect the performance of this CONTRACT without first notifying the County in writing. The CONTRACTOR shall notify the County immediately in writing of any change in the CONTRACTOR'S corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Compliance With Jury Service Program. (a) **Jury Service Program.** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County

contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 227. Notice to Employees Regarding the Safely Surrendered Baby Law.

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the internet at www.babysafela.org for printing purposes.

§ 228. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

§ 300. INDEPENDENT CONTRACTOR.

The CONTRACTOR shall at all times be acting as an independent contractor. This CONTRACT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the CONTRACTOR. CONTRACTOR understands and agrees that all of CONTRACTOR personnel furnishing services to the County under this CONTRACT are employees solely of the CONTRACTOR and not of the County for all purposes including but not limited to workers'

compensation liability. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with services performed under this CONTRACT.

§ 400. CONTRACT ADMINISTRATION.

The County Project Director shall have full authority to act for the County in the administration of this CONTRACT consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The CONTRACTOR shall perform all services under the terms of this CONTRACT in accordance with the Statement of Work, attached to the CONTRACT as Exhibit C.

§ 502. Non-Authorized Participants. The CONTRACTOR agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the Refugee and Immigrant Employment Programs program shall be the sole responsibility of the CONTRACTOR.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. Request for Cash. Request for payment hereunder shall be made utilizing the Refugee and Immigrant Employment Programs "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the CONTRACT exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this CONTRACT. Payment for services will be authorized only for services provided during the term of this contract. The amount of any and all payments shall be approved by the County Project Director. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the CONTRACTOR.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies/Procedures. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative CONTRACTs with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Federal Temporary Aid to Needy Families (TANF) Regulations. The CONTRACTOR agrees to comply with federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed.Reg., Section 263.11, page 17839.

§ 703. Accounting. The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting

principles and standards. The CONTRACTOR should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds advanced pursuant to this CONTRACT shall be used exclusively for services funded under this CONTRACT and shall not be commingled with any other monies of the CONTRACTOR.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Refugee and Immigrant Employment Programs provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the CONTRACTOR. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the CONTRACTOR has with the County. The County shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the County or the State for such audit exceptions as were caused by the CONTRACTOR, upon demand by the County at any time after completion of the grievance procedures at the CONTRACTOR level. The County shall notify the CONTRACTOR of any disallowed costs.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.

§ 801. Audit Rights. The CONTRACTOR shall establish and maintain a financial management system which provides for adequate control of Refugee and Immigrant Employment Programs funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls.

(a) The CONTRACTOR shall obtain and finance annually (at program year end) an independent audit in compliance with Health and Human Services (HSS)/Office of Refugee Resettlement (ORR) regulations and respective OMB Circulars.

(b) The CONTRACTOR shall allow authorized County, State and federal representatives to have full access to the CONTRACTOR facilities and all related Refugee and Immigrant Employment Programs documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this CONTRACT, including the interviewing of the CONTRACTOR staff and program participants during normal business hours.

(c) The CONTRACTOR shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the CONTRACTOR to comply with the requirements of this § 801 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this CONTRACT.

§ 802. Records. (a) The CONTRACTOR shall make any and all Refugee and Immigrant Employment Programs-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this CONTRACT, as may reasonably be requested by the County, available for inspection and audit by any

federal, State, or County agency, upon request, for three (3) years from the termination date of this CONTRACT. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

(b) (1) The CONTRACTOR shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this CONTRACT. The CONTRACTOR shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the CONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this CONTRACT or before all litigation, audits and claims have been resolved, the CONTRACTOR shall provide the name, address, and telephone number of the CONTRACTOR representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The CONTRACTOR agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

§ 803. Reporting. CONTRACTOR shall submit the following reports for the Refugee and Immigrant Employment Programs program to the County:

(a) **Monthly Invoices.** Appropriate monthly fiscal invoice(s), are to be submitted no later than the fifteenth of each month. If the fifteenth falls on a Friday, weekend, or a holiday, the monthly fiscal invoice(s) are to be submitted by noon the next business day. For the REP Program, monthly fiscal invoice(s) are to be submitted no later than the eighth calendar day of each month. If the eighth falls on a Friday, weekend, or a holiday, the invoice(s) are to be submitted by noon the next business day.

(b) **Corrective Action Plan Monthly Report.** A monthly narrative for program months in which CONTRACTOR has not met program performance goals, detailing in the form and manner prescribed by the County Project Director a corrective action plan to resolve the month's deficiencies and avoid future monthly deficiencies. CONTRACTOR shall, upon request of the County Project Director, and at a place/time designated by the County Project Director, assign staff to brief the County Project Director and his/her staff on the project's progress.

(c) **Fiscal Close-Out Report.** A final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be announced for the Refugee and Immigrant Employment Programs program, including the reporting of expenses and accruals through June 30, 2004.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: Adine Forman

(e) **Management Information System (MIS)/Oracle Web-Enabled Application Reporting.** CONTRACTOR shall be responsible for inputting on a daily basis its own computerized participant direct data entry of any/all required Refugee and Immigrant Employment Programs for which the CONTRACTOR is receiving COUNTY funds at no expense to the COUNTY. CONTRACTOR shall be responsible for obtaining the use of a personal computer that will meet the following minimum requirements:

- (1) Pentium III, 300 MHZ
- (2) 64 MB RAM
- (3) 6 GB Hard Drive
- (4) 56K Modem
- (5) Windows 95/98/NT
- (6) Valid Internet Service Provider

CONTRACTOR will retain the original Refugee and Immigrant Employment Programs/MIS participant form for audit purposes and submit a photocopy of this form to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: Office of Refugee Assistance

(f) **Property/Capital Expenditures.** Prior COUNTY written approval from the County Refugee and Immigrant Employment Programs Project Director is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Refugee and Immigrant Employment Programs funds, and a per-unit acquisition cost of \$5,000 or more. **CONTRACTOR'S** written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. **CONTRACTOR** must also comply with all applicable Federal, State, and County regulations and requirements, including but not limited to, OMB circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

§ 804. Records and Reports. (a) The CONTRACTOR will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(b) The CONTRACTOR will maintain an official CONTRACT file, which contains the signed CONTRACT and any modification thereto, as well as copies of relevant documents and/or records.

(c) The CONTRACTOR shall record costs incurred in the discharge of this CONTRACT.

§ 805. Public Records/Confidentiality. (a) CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the CONTRACT may be divulged to parties having responsibilities under the CONTRACT for monitoring or evaluating the services and performances under the CONTRACT and to governmental authorities to the extent necessary for the proper administration of the program.

(b) L.A. County MIS and GEARS data (information) is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The CONTRACTOR agrees to keep all information furnished through MIS and GEARS strictly confidential, and make the information available to its own employees only on a "need-to-know" basis as specifically authorized in this CONTRACT. Instruct all employees with MIS and GEARS information access regarding the confidentiality of this information, and the sanctions against unauthorized use. Store and process MIS and GEARS information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

(c) The CONTRACTOR shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the County's approval.

§ 806. Public Statements. The CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded by the COUNTY and approved by the Refugee and Immigrant Employment Programs from funds made available under the federal or state Refugee and Immigrant Employment Programs grant received by the COUNTY. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.

§ 900. NONCOMPLIANCE SANCTIONS/PENALTIES.

The CONTRACTOR agrees to comply with the requirements set forth in this CONTRACT, and those requirements contained in the Refugee and Immigrant Employment Programs and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this CONTRACT. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this CONTRACT. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) The CONTRACTOR shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with CONTRACTOR operations or its services hereunder, or arising from the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the CONTRACTOR by any person pursuant to this CONTRACT.

(b) The CONTRACTOR shall also defend and indemnify the County from any liability arising from the performance of this CONTRACT as a result of an audit of funds received under this CONTRACT due to the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT.

§1002. Insurance. Without limiting the CONTRACTOR indemnification of the County, and except as otherwise provided herein, the CONTRACTOR shall provide and maintain at its own expense, and require all of its subCONTRACTORS to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to CSS, Employment & Training Contracts Unit, 3175 W. 6th St., Los Angeles, CA 90020-1798 (specifying the Special Programs Manager as CSS Contractor Administrator and CSS as the Contract Department on or before the effective date of the contract). Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

(1) **General Liability:** A program, including but not limited to comprehensive general liability and independent CONTRACTOR coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(2) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the CONTRACTOR, and all participants served by the CONTRACTOR, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.

(4) **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(5) **Professional Liability:** Insurance covering liability arising from any error, omission negligent or wrongful act of the CONTRACTOR, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this agreement.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of CONTRACTOR financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the CONTRACTOR upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. CONTRACTOR must notify the County immediately of discontinuation or substantial change in the program.

(b) CONTRACT to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) CONTRACT to notify the County immediately of any claim, judgment, settlement, award, verdict or change in CONTRACTOR financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of CONTRACTOR legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of CONTRACTOR capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 1004. Public Entities. (a) To the extent both parties to this CONTRACT are public entities, and this provision is activated in writing by the County in the foregoing CONTRACT, the following provision shall be substituted for § 1001, § 1002 and § 1003 herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an CONTRACT as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this CONTRACT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. CONTRACTOR certifies that it has adequate self insured retention of funds to meet any obligation arising from this CONTRACT.

§ 1005. Notification of Incidents, Claims or Suits. (a) CONTRACTOR shall report to COUNTY any accident or incident relating to services performed under this CONTRACT which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this CONTRACT.

(c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this CONTRACT.

§ 1006. Compensation for County Costs. In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY (including cost of obtaining requisite insurance for CONTRACTOR), CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-CONTRACTORS performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

(a) Providing evidence of insurance covering the activities of sub-CONTRACTORS, or

(b) Providing evidence submitted by sub-CONTRACTORS evidencing that sub-CONTRACTORS maintain the required insurance coverage. COUNTY retains the right to request, and CONTRACTOR agrees to provide upon such request, copies of evidence of sub-CONTRACTOR insurance coverage at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance or otherwise satisfy the requirements of this § 1008, shall constitute a material breach upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this CONTRACT or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the COUNTY shall be repaid by the CONTRACTOR to the COUNTY upon demand or the COUNTY may set off the cost of the premiums against any monies due to the CONTRACTOR from the COUNTY.

§ 1100. TERMINATION/SUSPENSION/PROBATION.

§ 1101. Termination for Default. (a) Services performed under this CONTRACT may be terminated in whole or in part by the County providing to CONTRACTOR a written Notice of Default if:

(1) the CONTRACTOR fails to perform the Services within the time specified in this CONTRACT or any extension approved by the County,

(2) the CONTRACTOR fails to perform any other covenant or condition of this CONTRACT,

(3) the CONTRACTOR fails to make progress so as to endanger its performance under this CONTRACT.

(b) The CONTRACTOR shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for CONTRACTOR Default, the County, in its sole direction, may procure replacement services and the CONTRACTOR shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the CONTRACTOR was not in Default under the provisions of this CONTRACT, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 802 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this CONTRACT may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the CONTRACTOR a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the CONTRACTOR shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the CONTRACTOR fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the CONTRACTOR. After the County makes this determination, it shall pay that amount to the CONTRACTOR. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the CONTRACTOR in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this CONTRACT for Default, as provided in §1101, in any of the following events:

(a) The CONTRACTOR becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

(b) The CONTRACTOR files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The CONTRACTOR executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in § 210 shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to the County under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney and/or Department of Child Support Services shall be grounds upon which the Customer may terminate this CONTRACT.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment or extension of the CONTRACT or the making of any determinations with respect to the CONTRACTOR performance pursuant to the CONTRACT. In the event of such termination, the County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

(b) The CONTRACTOR shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of CONTRACT. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for CONTRACTOR failure to comply with the terms and conditions of this CONTRACT. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the CONTRACT.

§ 1108. Probation. (a) The County Project Director may place the CONTRACTOR on probationary status when it is determined by the County Project Director for any program(s) herein that the CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

(b) If the CONTRACTOR is placed on probationary status, the CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. The CONTRACTOR's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Contract Modifications/Amendments. (a) This CONTRACT fully expresses the CONTRACT of the parties. Any modification or amendment of the terms or conditions of this CONTRACT must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this CONTRACT in any way.

(b) County may make a unilateral modification to this CONTRACT at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this CONTRACT accordingly.

§ 1202. Assignments. No part of this CONTRACT or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the CONTRACTOR to assign this CONTRACT shall be void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 801 (Termination for Default).

§ 1203. Subcontracting. (a) No performance of this CONTRACT or any portion thereof shall be subcontracted by the CONTRACTOR without the prior written consent of the County Project Director. Any attempt by the CONTRACTOR to subcontract any performance of services under this CONTRACT without the prior written consent of the County shall be null and void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 1201 (Termination for Default).

(b) CONTRACTOR request to the County Project Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this CONTRACT shall be made applicable to such subcontract. To accomplish this requirement, the CONTRACTOR shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under this CONTRACT, including, but not limited to, the duty to properly supervise and coordinate all the work of the CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this CONTRACT.

(e) The CONTRACTOR agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The CONTRACTOR shall not assign or subcontract any part or all of its interest in this CONTRACT without written approval from the County Project Director.

(h) All applicable provisions and requirements of this CONTRACT shall apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1204. Fiduciary Relationships. Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this CONTRACT:

(a) Financial - A formal financial agreement between the Lead Agency and a collaborator (Subcontractor) in which:

(1) the Lead Agency reimburses the collaborator for all costs on a line-item basis:

(2) the collaborator is paid on a "fee-for-performance" basis.

(b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement.

§ 1205. Repayment. The CONTRACTOR agrees to be bound by applicable County and/or Refugee and Immigrant Employment Programs disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this CONTRACT or applicable Refugee and Immigrant Employment Programs provisions or implementing rules and regulations.

§ 1206. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing CONTRACT, is the party to whom the CONTRACTOR shall forward all documents, reports, and records as required by this CONTRACT.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1207. Waivers. (a) Waivers of the provisions of this CONTRACT shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this CONTRACT shall constitute a waiver of any other breach of that provision or of any other provision of this CONTRACT.

§ 1208. Grievance Procedures. CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to CSS Contract & Audit Unit CONTRACTOR grievance procedures for both program staff and participants in accordance with applicable Refugee and Immigrant Employment Programs regulations, Federal, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the Refugee and Immigrant Employment Programs participant grievance procedures.

§ 1209. Validity. The invalidity of any provision of this CONTRACT shall not void or affect the validity of any other provision.

§ 1210. Disputes. The CONTRACTOR agrees to attempt to resolve disputes arising from this CONTRACT by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this CONTRACT shall be settled in accordance with County grievance procedures. CONTRACTOR shall submit to the COUNTY within thirty (30) days of execution of this CONTRACT, a grievance procedure, in accordance with applicable REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The

CONTRACTOR also assures and agrees that it will be bound by decisions issued under the COUNTY'S Refugee and Immigrant Employment Programs participant grievance procedures.

CONTRACTOR shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the COUNTY Refugee and Immigrant Employment Programs level. The grievance procedure shall be as follows:

(a) CONTRACTOR shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the CONTRACTOR fails to take this action, the costs become automatically disallowed.

(b) If agreement cannot be reached with the CONTRACTOR regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.

(c) Final determination by the County Project Director shall be made within 72 days from the date of notice of disallowed costs. CONTRACTOR shall assure continued performance of this CONTRACT during any disputes.

§ 1211. Entire CONTRACT. (a) This Exhibit A to the CONTRACT consisting of 22 pages together with the foregoing CONTRACT and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersedes all previous written or oral agreements and all prior communications between the parties relating to the subject matter of this CONTRACT.

(b) CONTRACTOR warrants that it has received a copy of this Exhibit A to this CONTRACT and upon execution of this CONTRACT, it shall be CONTRACTOR'S responsibility to retain on file, and to abide by the entire CONTRACT.

§ 1212. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

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**FISCAL YEAR 2004/2005
EXHIBIT B
COUNTY OF LOS ANGELES
REFUGEE/IMMIGRANT TRAINING
AND EMPLOYMENT (RITE) PROGRAM
PROGRAM REQUIREMENTS**

I. PROJECT ACTIVITIES

CONTRACTOR shall enroll all non-English/non-Spanish speaking CalWORKs recipients into CalWORKs activities in accordance with FEDERAL, STATE and COUNTY policy, laws and regulations. CONTRACTOR shall be responsible for ensuring that all participants, mandatory and voluntary, meet all weekly participation hours, and are referred and/or placed in appropriate activities in accordance with the L.A. GAIN Program Handbook, FEDERAL, STATE and COUNTY law, and this contract.

II. TIME OF PERFORMANCE

Said services of CONTRACTOR are to commence as of July 1, 2004 with all activities identified in this Contract to be completed no later than September 30, 2004. All final invoices must be submitted by October 15, 2004, unless terminated earlier as hereinafter provided.

III. PROJECT REQUIREMENTS

A. CONTRACTOR shall maintain a Case Manager to client ratio of not more than 1:115, or as is consistent with DPSS GAIN ratio, whichever is lower.

B. CONTRACTOR shall be flexible, adaptable, and must abide by changes that directly or indirectly affect the RITE program with the implementation of proposed programs by DPSS.

C. CONTRACTOR shall be required to accommodate the co-location of DPSS Resource and Referral staff (R&R) in each service provider agency for one eight-hour day per week.

D. CONTRACTOR shall maintain a network or consortium and/or partnerships among a group of local service providers, including community-based providers, civic, and faith-based organizations to provide direct services to participants to ensure culturally and linguistically appropriate services to limited English proficient (LEP) individuals.

E. CONTRACTOR shall arrange for specific culturally and linguistically

appropriate employment and social services that are needed to promote the participation, job placement and continuous employment of each participant. CONTRACTOR shall ensure that these provisions of RITE services shall be conducted in the participant's primary language.

F. In such occurrence that case management services are not available in the participant's primary language at a contracted site, it is the responsibility of the CONTRACTOR to participate in a mutual exchange of Case Managers either on an inter- or intra-agency basis, whereby the CONTRACTOR shall locate and designate a Case Manager fluent in the participant's primary language either from another site within the agency or from another COUNTY contracted RITE service provider. This floating arrangement of case management services shall be incorporated in all CONTRACTOR sites to ensure that RITE/GAIN services are deliverable to all participants referred to CONTRACTOR throughout the County of Los Angeles, based on CONTRACTOR designated languages.

G. CONTRACTOR shall provide qualified, culturally aware, competent bilingual employees able to implement current CSS/DPSS policy and procedure to address the participants' barriers and facilitate job placement and retention so participants can become self-sufficient.

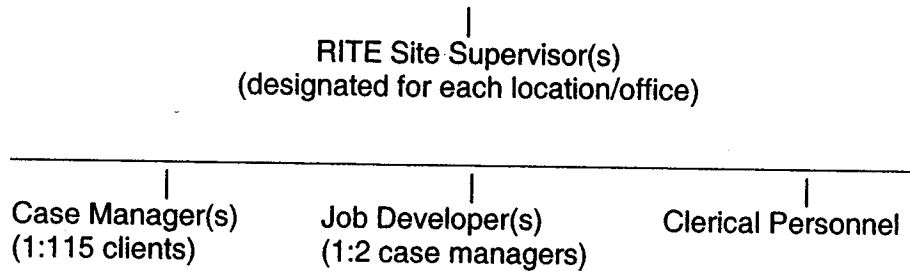
H. CONTRACTOR shall ensure that all RITE Case Managers, and other appropriate staff having contact with participants, attend the GAIN Induction Training, as it becomes available.

I. CONTRACTOR will have a staff member of the appropriate level (Program Manager or higher) attend all monthly Contractor meetings.

J. To the extent possible, CONTRACTOR shall maintain a staffing pattern with designated, dedicated personnel for each program. CONTRACTOR shall not have personnel functioning in dual program assignments.

K. CONTRACTOR shall submit a RITE program organizational chart, and include the phone number and e-mail address of each staff to the COUNTY at the commencement of this Contract. CONTRACTOR shall notify COUNTY immediately of any additions, deletions or personnel changes attached to the project. Changes in management, or layoffs in staff of two or more personnel, must be reported to the COUNTY within ten (10) working days. COUNTY recommends an organizational structure as follows:

Executive Director
|
Assistant Director
|
RITE Program Supervisor



- L. CONTRACTOR will have all appropriate staff members attached to the project attend Program Training sessions. All program training is mandatory unless otherwise noted at the time of the training announcement.
- M. CONTRACTOR shall ensure that all program staff possess experience and/or qualifications commensurate with those of employees of DPSS/GAIN in equal positions. CONTRACTOR shall submit a complete listing of all RITE Case Managers to COUNTY at the commencement of this Contract and shall notify COUNTY immediately of any additions, deletions or personnel changes attached to the project.
- N. CONTRACTOR will maintain a current L.A. GAIN Program Handbook with current updates at each service site, and make such handbook available to all Case Managers during all hours of operation.
- O. CONTRACTOR will maintain current and complete RITE Alert and Bulletin files, and ensure that all information is disseminated to all staff attached to the project.
- P. CONTRACTOR must ensure that case manager(s) update all participant activity daily on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's file.
- Q. CONTRACTOR will maintain a database of all client activity in the form and content specified by the COUNTY. Such database and/or any information contained therein shall be provided to the COUNTY upon request. This does not supersede the need to utilize the GEARS system as required by DPSS.
- R. CONTRACTOR shall ensure a system is in place by which manual payments may be issued to participants for emergency and advance supportive services expenses (transportation, ancillary, work-related), under circumstances that automated GEARS electronic payments are not available.
- S. CONTRACTOR shall ensure the confidentiality of all participant case files and records. All such files and records shall be maintained in a

secured, locked location. Access to such files and records shall be limited to staff members who deal directly with the participant, Program Administrators, and FEDERAL, STATE and COUNTY representatives as specified in this Contract for the purposes of program monitoring.

T. CONTRACTOR shall comply with Section 10850 of the State Welfare and Institution Code and Chapter 19-000 of the State DSS Manual of Policies and Procedures to assure that:

1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institution Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
2. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.

CONTRACTOR shall inform all of its employees, agents, subcontractors, or partners of the above provision and that anyone knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.

U. CONTRACTOR shall comply with the following Federal Department of Health and Human Services (HHS) regulations applying to the provision of employment and training services to Refugees.

1. 45 CFR Part 441, Subparts E and F, Services: Requirements and Limits Applicable to Specific Services - Abortions and Sterilizations.
2. 45 CFR Part 16, Department Grant Appeals Process.
3. 45 CFR Part 74, Administration of Grants.
4. 45 CFR, Informal Grant Appeals Procedures.
5. 45 CFR Part 75, Appendix G - 14f: Wages and Hours - Contracts in excess of \$2,500 which employ refugees as mechanics or laborers.

CONTRACTOR agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. Code, 327-330), as supplemented by 29 CFR, Part 5. This requires that the contractor shall

compute wages on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard shall be compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

6. 45 CFR Part 75, Appendix G - 14g: Copyright Access. The COUNTY, the SDSS and U.S. DHHS shall have a royalty free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this Contract including those covered by copyright.
7. 45 CFR Part 75, Appendix G - 14i: Contracts exceeding \$100,000 must comply with the Clean Air Act (42 U.S. Code 1875 (A), Section 7401 et seq. of the Clean Water Act) (33 U.S. Code 1368, Executive Order 11378 and Environmental Protection Agency (EPA) regulations, 40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures that:
 - a. No facility shall be utilized in the performance of the proposed program, which is on the EPA list of Violating Facilities;
 - b. It will notify the COUNTY prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant, is under consideration to be listed on the EPA List of Violating Facilities;
 - c. It will notify the COUNTY and the U.S. EPA about any known violation of the above laws and regulations; and
 - d. It will include substantially this assurance, including this Part d, in every non-exempt subgrant, Contract, or subcontractor.
8. 45 CFR Part 75, Appendix G - 14j: CONTRACTORS must recognize the mandatory standards of the State Energy Conservation Plan (Title 23, California Administrative Code), as required by the U.S. Energy Policy and Conservation Act (P.M. 94-165).
9. 45 CFR Part 95, Subpart E General Administration - Grant Program (Public Assistance and Medical Assistance) Code Allocation Plans.

V. CONTRACTOR must have the CONTRACTOR'S (agency) name and/or refugee project title displayed on the building's directory, on the

office/worksite door (along with the CONTRACTOR'S days and hours of operation) and inside the CONTRACTOR'S reception area.

W. CONTRACTOR shall ensure adequate access to services by working participants by maintaining flexible service hours to include a minimum of two evenings or one evening and one weekend day each week. An alternative plan for providing accessible services may be submitted to the COUNTY for approval.

X. CONTRACTOR shall submit to COUNTY a schedule of operating hours for each service site, and update such submissions as hours of operations change.

Y. If during the standard DPSS business workweek (Monday through Friday from 8:00 a.m. to 5:00 p.m.), a site is not open or staffed, the CONTRACTOR shall have an answering machine explaining the hours and days of operation and how the participant can immediately contact a live person.

Z. CONTRACTOR shall provide a safe working and/or training environment for program participants and its employees, and to take all necessary actions to accomplish this objective.

AA. CONTRACTOR shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651, Et seq.) and the California Occupational Health and Safety Act, as amended (California Labor Code section 6300 et seq.) *and shall certify that all participant job placements are made in sites which comply with such sections.*

BB. CONTRACTOR shall ensure that no participant is placed in employment in which they are compensated below the California minimum wage in compliance with the Fair Labor Standards Act (29 CFR, Part 4) or that no participant is paid for "piecework."

IV. **PAYMENT CONTINGENCY**

Payments by the COUNTY during the Contract period are conditioned by (1) the availability of CalWORKs funds; and (2) by the CONTRACTOR meeting performance goals and requirements as set forth in this Contract. Satisfaction of these conditions shall be as determined by the COUNTY Project Director at his/her sole discretion. Should inadequate funds be available for payment, this Contract will be null and void. CONTRACTOR shall have no recourse against the COUNTY of Los Angeles for unpaid invoices as a result of inadequate CalWORKs program funds.

V. METHOD OF COMPENSATION

COUNTY reserves the right to withhold payment to CONTRACTOR if a participant has not been assigned to an appropriate component/activity in a timely manner. At this time, a participant may not remain unassigned to a component/activity for more than thirty (30) days.

CONTRACTOR shall submit a Request for Cash Invoice to CSS on or before the 15th day of the month following the month services were performed and which are the subject of such invoice. The monthly invoice submitted must reflect a complete month of services performed. The CONTRACTOR shall attach a copy of the agency's General Ledger to the required invoice documents when submitting the monthly invoice. Payments shall be made only after receipt, review and approval of invoices by COUNTY Project Director, or his designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month not to exceed 1/12th of the total contract amount. The COUNTY Project Director, or his designee, shall reserve the right to waive the 1/12th restriction for allowable expenses incurred in a given calendar month. Said invoices shall indicate total monthly costs and shall be itemized in detail. In reviewing invoices, each pay point will be reconciled with GEARS system data and supporting documentation. The COUNTY Project Director, or his designee, may approve or disallow any or all of the charges on the invoice. The COUNTY Project Director, or his designee, shall give a written explanation of disallowed charges to CONTRACTOR within 30 days of receipt of an invoice. CONTRACTOR may submit further written explanation of disallowed charges within 10 days of the date of notice of disallowance from the COUNTY Project Director, or his designee. The COUNTY Project Director, or his designee, may review such further explanation and, at his sole discretion, may reconsider such disallowance.

VI. REQUEST FOR FINAL PAYMENT

The COUNTY reserves the right to withhold 15% of the total Contract amount or the final request(s) for payment, whichever is greater, until all conditions of said Contract are met to the satisfaction of the Project Director. In the event of allegations of fraud and abuse, the COUNTY reserves the right to withhold fifteen percent (15%) of the total Contract amount or the amount of the final request(s) for payment, whichever is the greater, until a determination is issued in writing by the COUNTY Project Director that withheld funds should be released to the CONTRACTOR.

VII. AUDIT RIGHTS AND REQUIREMENTS

The CONTRACTOR shall establish and maintain a separate financial system for all support services funds granted participants for transportation or other training or work related expenses as they may apply. The actual participant name, case number, amount, time period and purpose for funds must be identified, properly

justified and submitted to COUNTY with any request for reimbursement.

VIII. REPORTS AND RECORDS

A. In the case of project participants receiving public assistance, CONTRACTOR shall not release participant's personal and/or welfare-related data to any person or agency, other than the COUNTY/DPSS (or its designees).

B. CONTRACTOR shall develop reports as may be required by the COUNTY concerning its activities as they affect the contract duties and purposes contained herein, including any other ad hoc statistical reports as requested by the COUNTY and by the due date established by the COUNTY.

C. COUNTY shall review, evaluate, and track reports and records for accuracy and timeliness of completion and submission, and use the results of such tracking when reviewing CONTRACTOR'S overall performance for purposes of assigning new participants or additional funding.

D. COUNTY shall review, evaluate and track the content of reports and records for CONTRACTOR'S compliance with program regulations, timeliness of participant flow through the system, quantity and quality of job placements, and follow-up with participants through case management activity. COUNTY shall consider the results of such tracking when reviewing CONTRACTOR'S overall performance for purposes of assigning new participants or additional funding.

E. CONTRACTOR shall develop and maintain a manual procedure for reporting the following data to the COUNTY in the event that automated reports are not available:

1. Number of participants who obtained employment, identifying the number of part-time versus full-time jobs, providing the initial (entry level) hourly wage of the jobs obtained and breaking out the data separately for subsidized versus unsubsidized employment.
2. Number of participants who retained employment for a minimum of six (6) months, identifying the number of part-time versus full-time, also providing the initial hourly wage of the jobs obtained.

IX. JOINT FUNDING

For CONTRACTORS who receive funds in addition to CalWORKs/RITE funds, CONTRACTOR shall provide a Cost Allocation Plan (CAP) at time of Contract submission, as well as provide a written update following the receipt of additional funding and an updated Cost Allocation Plan (CAP) if appropriate.

X. CONDUCT OF PROJECT

A. CONTRACTOR shall abide by all terms and conditions imposed and required by the Subgrant Agreement between the COUNTY and DPSS and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by DPSS and/or the State. In the event new or revised legislation requires changes to the Memorandum of Understanding (MOU) between the CSS and DPSS, such changes shall be applicable to and incorporated within this Contract by this reference.

B. CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by COUNTY, operate this Project and be responsible for complying with performance standards set forth in the Contract and shall be responsible for internal monitoring of the activities encompassed by this Contract. Measured performance below goals and standards or failure of CONTRACTOR to fully implement the activities as described in the Contract shall constitute noncompliance with the terms of this Contract and may be the cause for immediate termination.

C. In the event that applicable provisions of the Subgrant Agreement, the conditions governing the CalWORKs/RITE grant, the CalWORKs/RITE regulations or CalWORKs/RITE guidelines are amended at any time subsequent to the making of this Contract, COUNTY shall notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY in writing that it cannot comply with such amendments in which case this Contract may be terminated in accordance with FEDERAL, STATE and local law and regulations, and this Contract. Termination of the Contract under this provision shall terminate the obligations of CONTRACTOR to perform services set forth in this Contract.

D. CONTRACTOR agrees to comply with all compliance referral and sanction requirements/procedures applicable to recipients of RITE, CalWORKs, Los Angeles COUNTY GAIN, and Temporary Assistance to Needy Families (TANF).

E. CONTRACTOR agrees to adhere to the following Federal cost compliance standards:

1. For Public Agencies:
 - OMB Circulars A-87; A-102 and A-128
2. For Colleges and Universities:
 - OMB Circular A-21, as amended;

3. For other Non-Profit Agencies:

-- OMB Circular A-110, A-122 and A-133

4. For Profit Organizations:

-- 41-CFR Section 1-15.2 and appropriate Statement of Auditing Standards (SAS) for Compliance Auditing Applicable to Government Entities and other Recipients of Government Financial Assistance.

F. CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986.

G. CONTRACTOR shall obtain from all its employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law.

H. CONTRACTOR shall comply with all FEDERAL, STATE and local laws, regulations, guidelines, procedures, and standards as they pertain to the performance of this Contract.

I. CONTRACTOR shall obtain and maintain all computer equipment necessary to transmit Management Information System (MIS) participant data electronically to COUNTY. Any costs associated with this requirement are the sole responsibility of the CONTRACTOR.

J. CONTRACTOR shall submit requests for GAIN Employment Activity Reporting System (GEARS) equipment to COUNTY as needed based on the Case Manager to client ratio, and update all participant activities on the GAIN Employment Activity Reporting System (GEARS) as required by program standards and bulletins, for the duration of this Contract. CONTRACTOR will be responsible for all expenses, such as rewiring and telephone circuit re-routing, for the relocation of GEARS equipment if the relocation is not required by COUNTY. In addition, CONTRACTOR must have staff properly trained in MIS and GEARS functions to perform all MIS and GEARS data-entry activities required by this program.

K. CONTRACTOR shall receive referrals only from the Central Intake Unit (CIU). CONTRACTOR shall not enroll participants into RITE from the REP program without prior written approval from the COUNTY.

L. CONTRACTOR shall be responsible for providing support services including transportation and other training or work related expenses as required by Cal WORKS and L.A. COUNTY GAIN, for all participants needing these services to participate in the CalWORKs/RITE Program.

M. CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Any CONTRACTOR found to have participant/s not cooperating/participating because of the contractor's failure to provide adequate support services will be considered not in compliance and subject to termination.

XI. PROJECT EVALUATION AND REVIEW

Through scheduled and unannounced visits, CONTRACTOR shall allow authorized COUNTY, State (including the Auditor-General) and Federal representatives to evaluate, inspect and monitor its facilities, project operations, records, reports, participant files, other documentation, and physical evidence. This includes the interview of CONTRACTOR'S staff and program participants during regular business hours.

The COUNTY reserves the right to modify the project and/or this Contract based upon the results of any evaluation or review. In addition, the COUNTY may use the results of any evaluation or review in future contracting decisions. The evaluation shall include, but is not limited to, Contract compliance, effectiveness of planning, responsiveness to requests for documentation and reports, and achievement of goals, results and/or participant outcomes.

If a corrective action plan is requested and approved by the COUNTY Project Director, such plan shall be undertaken by the CONTRACTOR, and CONTRACTOR shall notify COUNTY of the results achieved under the plan by the date specified by the COUNTY. The COUNTY reserves the right to inspect program files and other documents and to interview staff and program participants to verify said results. If modification of goals or performance standards is deemed necessary and approved by COUNTY, CONTRACTOR shall undertake such modifications and notify the COUNTY of the results achieved under such modification by the date specified by the COUNTY. COUNTY Project Director reserves the right to take any action

he/she deems appropriate in the event the CONTRACTOR fails to achieve such performance standards, including termination of this Contract.

XII. PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses, permits and certifications of the performance of services outlined in this Contract.

XIII. PUBLIC STATEMENTS

CONTRACTOR shall not use the RITE name on materials intended for use outside of the scope of program activities identified in this Contract without prior written approval from the COUNTY. If such approval is granted, the CONTRACTOR shall indicate in any press release, printed program materials, or statement to the public related to the program, that it is funded by the County of Los Angeles Board of Supervisors from funds made available from CalWORKs/RITE funds.

XIV. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT

The COUNTY'S Project Director may grant modifications to this Contract upon written request of the CONTRACTOR without prejudice to COUNTY's rights. The form and manner shall be specified by the COUNTY. The following guidelines limit the Director's authority to grant such modifications. All modifications exceeding these guidelines must be handled as amendments, which require the formal approval of the Board of Supervisors.

A. Budget Amendment. Any increase in the total Contract funding must be made by Contract amendment and be approved by the Board of Supervisors. A decrease in total Contract amount, if requested in writing by CONTRACTOR and determined to be in the best interest of the COUNTY by CSS, need not be approved by the Board of Supervisors.

B. Time Modification. The CONTRACTOR may request modifications of program deadlines when such modifications are specifically requested in writing by CONTRACTOR prior to the expenditure being made; and those modifications will not change the project goals or scope of services, are in the best interest of the COUNTY and CONTRACTOR in performing the scope of services under this Contract; and do not alter the amount of compensation under this Contract.

C. Use of Certain Non-COUNTY Funds. A review of the Contractor's expenditures and commitments to utilize any non-COUNTY funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by the Project Director, shall be conducted by the COUNTY and Contractor midway through each fiscal/calendar year during the term of this Agreement, midway through the applicable time

[illegible]

XV. NOTICES Notices shall be sent to the CONTRACTOR addressed as follows:

(Contact Person & Phone)

(Agency Name)

(Address)

Notices and reports shall be sent to the COUNTY as follows:

**Department of Community and Senior Services
Office of Refugee Assistance
3175 West 6th Street
Los Angeles, CA 90020**

Monthly financial invoice reports shall be sent to the COUNTY as follows:

**Department of Community and Senior Services
Office of Refugee Assistance
3175 West 6th Street.
Los Angeles, CA 90020
Attention: Adine Forman**

XVI. NON-APPROPRIATION

All funds for payment of services rendered after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

XVII. PROGRAM INCOME

For the public, private for profit or private nonprofit CONTRACTOR, all revenues in excess of costs for each program (which have been properly earned) are to be treated as Program Income. Accordingly, these funds may be retained by the CONTRACTOR to underwrite additional training or training related services for COUNTY sponsored employment training programs consistent with the purposes of the RITE Program. The CONTRACTOR shall be responsible for tracking all contract revenues and expenditures for each program, including submittal of the following:

- A. An Income Statement Report on contract revenues versus

expenditures, which must be submitted to CSS with the contract close-out report on or before June 15th following the end of the CONTRACT term. The purpose of this report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.

B. A Plan for Disposition of Program Income must be submitted by the CONTRACTOR to the COUNTY within thirty (30) days after the Income Statement Report is due. Program Income must be spent on items above and beyond those items identified in the cost allocation plan. This plan will be reviewed by the COUNTY for final approval.

C. Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the CONTRACTOR must submit a Final Report on Disposition to the COUNTY.

D. If the Final Report on Disposition is not submitted on the scheduled date, the COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

XVIII. REVENUE DISCLOSURE

A. By execution of this CONTRACT and unless waived in writing by the COUNTY Project Director, CONTRACTOR certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by CONTRACTOR from all FEDERAL, STATE, CITY, or COUNTY sources, or other governmental agencies, and applies, or expected to be applied, to offset in whole or in part of any of the costs incurred by the CONTRACTOR in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the CONTRACT. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

B. During the term of this CONTRACT, the CONTRACTOR shall prepare and file a statement with CSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the CONTRACTOR'S original revenue disclosure statement. The CONTRACTOR shall file such additional statement within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The COUNTY shall not pay the CONTRACTOR for any services provided by the CONTRACTOR that are for purposes other than the Refugee program or for services which are funded by other sources.

XIX. ADJUSTMENT OF CONTRACT FUNDING LEVEL

The COUNTY Project Director may adjust the funding amount of this Contract upward or downward by 15% based on CONTRACTOR performance and/or utilization of funds.

This funding level adjustment authority is granted to CSS by the Board of Supervisors to ensure the full utilization of any funds, and that if unused, could revert to DPSS.

[illegible]

IN WITNESS WHEREOF, the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Chair of the Board of Supervisors, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By _____
CYNTHIA D. BANKS, Chief Deputy
Community & Senior Services
_____ Date

APPROVED AS TO FORM:

County Counsel

By _____
Deputy County Counsel
_____ Date

CONTRACTOR

Contractor's Name (Print) _____ Date

By _____
Authorized Signature _____ Date

(Print or Type Name) _____ Title

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

APPRAISAL

I. PROGRAM ACTIVITY

Appraisal is a RITE activity required of CalWORKs program participants. It is a one-to-one, in-person interview of a participant by an assigned case manager to obtain information in order to determine a participant's ability to participate in the RITE program. **Under no circumstance shall appraisals be conducted over the telephone.**

II. RESPONSIBILITY OF CONTRACTOR

Following Orientation by the CIU, CONTRACTOR shall schedule an Appraisal appointment within seven (7) workdays consistent with L.A. GAIN Program Handbook requirements, State and Federal law, which shall include, but not be limited to the following:

- A. Fact Gathering Interview. The Case Manager shall conduct the interview in the participant's primary language informing the participant of the Welfare-to-Work (WtW) regulations including rules, time limits, work requirements, rights and responsibilities and the benefits of an employed lifestyle. The interview should determine:
 - 1. If the participant should be exempted per GAIN regulations, as outlined in the L.A. GAIN Program Handbook, Chapter 400;
 - 2. Participant's work, education and welfare history, including the participant's ability to read, write, speak and comprehend English;
 - 3. Explanation of the 18/24 month time clock and the GAIN process, and the five (5) year lifetime eligibility limitation;
 - 4. The need for clinical assessment. This need shall be determined by the completion of the COUNTY provided form Screening for Substance Abuse and Mental Health (GN 6140), participant disclosure and/or the observations of the Case Manager;

5. The need for Domestic Violence services. This need shall be determined by reviewing the domestic violence self-declaration form. Participant shall be initially informed that s/he can receive domestic violence services and welfare-to-work activities without signing a Welfare-to-Work plan (WtW2 form). For domestic violence, program requirements and time clock (18/24) may be waived. It is not waived in every case, however sanctions are not applied if the domestic violence issue contributed to the compliance failure, in consultation with service providers.
 6. The need for supportive services, including transportation and child care. Assist the participant by authorizing and arranging if necessary.
- B. Review and score the Literacy Assessment test to determine the need for dual track referral. Forward the Literacy Assessment score to the Job Club instructor for offer of dual track assignment during Job Club.
 - C. Assessment of Self-Initiated Program (SIP). The CONTRACTOR must ensure that the case manager evaluate any Vocational/Educational programs in which participant is enrolled at the time of the Orientation and Appraisal. The determination of SIP approval is made according to the L.A. GAIN Program Handbook, Chapter 600. Participants in an approved SIP must be referred to vocational assessment if they do not meet the weekly participation time of 32/35 hours per week. The assessment will identify concurrent WtW activity needed to satisfy the participation hours. Supportive services shall be arranged and provided, as needed.
 - D. Activity Assignment. The participant must be assigned to Job Club, Clinical Assessment or another appropriate GAIN activity based on the outcome of the Appraisal.
 - E. CONTRACTOR shall clearly state on the GN 6050 a brief summary of the participant's appraisal indicating the assessor's recommendation and the date the appraisal was conducted.
 - F. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's file.**

III. METHOD OF COMPENSATION

- A. CONTRACTOR shall be reimbursed for Appraisal services through case management billing in the month in which the appraisal occurred.

CONTRACTOR can bill for case management within the first month of appraisal.

B. At the time of billing, the CONTRACTOR shall submit the following applicable documentation:

1. A completed Job Club Activity Assignment Agreement (GN 6129) signed and dated by the participant.
2. Medical exemption (physician's) statement.
3. A copy of the referral for clinical assessment.
4. Completed employment verification form and payroll documentation for full-time employed participants.

Completed employment verification form, payroll documentation, a referral form for Vocational Assessment, and proof of Flex Job Readiness and Career Planning Services enrollment for part-time employed participants.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

CASE MANAGEMENT

I. PROGRAM ACTIVITY

Case Management is defined as monthly, face-to-face contact with a participant who is not employed full time or part time or, participating in a Self-Initiated Program (SIP), or enrolled in a vocational training program. For participants who are employed full time or part time, enrolled in a SIP or attending vocational training, Case Management is defined as monthly contact, either face-to-face or on the telephone for the purpose of verifying participation requirements or offering motivational or supportive services. This service consists of continued tracking and documentation of all activities for each participant, throughout their time in the program.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. Case Management begins the day a participant's case is transferred to the case manager's file cabinet via GEARS.
- B. The case manager is responsible for contacting the participant to determine if support services, such as child care and transportation, are needed for the participant to attend Orientation and all assigned activities.
- C. CONTRACTOR case management staff is responsible for following the GAIN flow chart and assigning participants to the next appropriate GAIN activity within two weeks.
- D. CONTRACTOR must ensure that all participants receive bilingual/interpretive case management services based on the Primary Language Designation Form (PA 481) sufficient to assist them in achieving employment and reaching economic self-sufficiency. Case Management shall be consistent with all policies, procedures and regulations of CalWORKs, the L. A. GAIN Program Handbook, and this Contract.

- E. CONTRACTOR must document in each participant's record folder on the GAIN Activity Record (GN6050), all case management services including the provision of support services, all correspondence, activity assignments, participant contact including telephone calls, and contact on behalf of the participant or in reference to the participant with a third party such as an employer or training provider.
- F. CONTRACTOR must ensure that all participants have access to Case Managers on an as-needed basis for support, guidance and motivational counseling.
- G. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**
- H. CONTRACTOR shall ensure that all documentation relating to the participant's activities are verified, reviewed for accuracy and filed in the participant case file within a reasonable time.

III. METHOD OF COMPENSATION

Ongoing, monthly, case management service begins at the time the case is received by the case manager via GEARS.

- A. CONTRACTOR may bill \$42.00 per participant per month, upon providing to the COUNTY a database printout with participant's name, case number, date(s) they received case management services. In addition the CONTRACTOR must provide a copy of the GN 6050 (case notes) for all participants receiving case management services.
- B. Contractor may bill only for the participant's listed on the monthly GEARS generated report (GCAR).
- C. Case management can only be billed once a month, even if there are numerous contacts with the participant through out the month. However you must document in the GN 6050 each date(s) the service is provided.



FISCAL YEAR 2004/2005 RITE (CIU) PAYMENT SCHEDULE (EXHIBIT E)

ACTIVITY	FIXED UNIT PRICE	BILLING DUE	DOCUMENTATION REQUIRED
Centralized Automated Participant Processing	\$30 per participant	Monthly upon completion of DPSS Non-English/Non-Spanish list participant processing	RITE Automated Participant Processing List
Orientation	\$20 per participant	Scheduled for Orientation session	RITE Orientation List
Case Management Services	\$42 per participant	Monthly based on cases in GEARS electronic file cabinet and reflected on monthly GEARS report	RITE Case Management List and RITE Compliance Case Management List
Time Limit Workshops	\$10 per participant for Centralized Automated Participant Processing	Monthly upon completion of list participant processing of current and deregistered/inactive participant cases approaching the 60-month lifetime limit	List of all participants processed, invited and scheduled for a Time Limit Workshop
	\$20 per participant attending	Monthly upon conducting the Time Limit Workshop	List of all participants who attended a Time Limit Workshop

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

**CLINICAL ASSESSMENT
& DOMESTIC VIOLENCE REFERRAL**

I. PROGRAM ACTIVITY

Clinical Assessment for Mental Health and Substance Abuse (MH/SA) and Domestic Violence (DV) Referral are provisions offered to CalWORKs recipients and GAIN participants who have barriers to employment due to mental/emotional disabilities, substance abuse problems, and/or due to being a past or present victim of domestic violence.

II. RESPONSIBILITY OF CONTRACTOR

- A. CONTRACTOR shall ensure no CalWORKs participant is denied treatment because he/she is not enrolled in RITE/GAIN.
- B. CONTRACTOR shall arrange a referral to a mandatory clinical assessment at anytime the participant self-declares (self-declares on the GN 6140 form for Mental Health and Substance Abuse). There shall be no clinical assessment for participants self-declaring the need for Domestic Violence services (self-declares on the PA 1913 form for Domestic Violence services), and acceptance of Domestic Violence services by the participant shall be voluntary. A referral to clinical assessment shall also be made when the case manager observes obvious displays of mental health or substance abuse treatment need of the participant during appraisal.
- C. CONTRACTOR shall assure one-on-one, confidential pre-screening of participants for the potential need for mental health/substance abuse referral at appraisal using the GN 6140 "Screening for Substance Abuse and Mental Health." CONTRACTOR must also ensure that the GN 6140 is never handed or mailed to the participant for completion.

- D. CONTRACTOR shall also refer the participant to Clinical Assessment if the Vocational Assessment indicates potential mental health/substance abuse problems.
- E. CONTRACTOR shall maintain strict confidentiality in domestic violence cases to protect the security and safety of the victim and the victim's minor children. Strict confidentiality also applies in Substance Abuse and Mental Health services.
- F. CONTRACTOR shall ensure timely scheduling and processing of clinical assessment referrals as stated in the L.A. GAIN Program Handbook, Chapter 1200:
 - 1. Case Manager shall schedule appointments within five (5) workdays from the date of determining the need for an assessment referral by calling the central phone number on GEARS.
 - 2. Case Manager shall generate the "Clinical Assessment Referral" form, GN 6006A, and refer the participant to the nearest clinical assessor.
 - 3. Participant shall sign the "Clinical Assessment Activity Agreement" form, GN 6137 for a direct referral.
 - 4. Case Manager shall schedule the participant for an appointment to resume regular RITE/GAIN program if the participant chooses not to participate in treatment based on the forwarded GN 6006A from the assessor.
 - 5. Please note, if the clinical assessor finds that Substance Abuse Service treatment is needed, these services are mandatory. Mental Health Services are voluntary.
- G. CONTRACTOR shall keep current all progress reporting conducted between the treatment service provider and the case manager within the specified time frames as stated in the L.A. GAIN Program Handbook, Chapter 1200:
 - 1. Case Manager shall forward the GN 6008 "MH/SA/DV Service Provider Progress Report" to the treatment service provider every 90 days.
 - 2. Case Manager should receive the completed GN 6006B form sent by the treatment services provider within five (5) days of the participant successfully enrolling in treatment.
- H. CONTRACTOR shall document participant's refusal to accept treatment service on the GN 6135 "Waiver of Services" form.

- I. CONTRACTOR shall make available to the participant the right to a third party clinical assessment if he/she does not agree with the clinical assessment results.
- J. CONTRACTOR is responsible for updating the Clinical Assessment component on GEARS upon the receipt of the GN 6006A and GN 6006B from the assessor. Updates on GEARS are completed within one (1) workday receipt of the GN 6006B from the assessor.
- K. CONTRACTOR shall ensure the development of a Welfare-to-Work plan based on either full-time treatment or part-time treatment.
 - 1. An employment plan shall be developed for part-time treatment. Case manager shall make a referral for a vocational assessment indicating on the GN 6006 the number of hours/week and duration of treatment.
 - 2. Upon receipt of the employment plan from the vocational assessor, case manager shall schedule an appointment to develop a Welfare-to-Work plan.
 - 3. Upon receipt of the GN 6006B from the treatment provider, case manager shall schedule the participant for an appointment within six (6) workdays to sign the Welfare-to-Work plan.
- L. CONTRACTOR shall ensure that program requirements shall not be applied in a manner as to encourage the domestic violence victim to remain with the abuser.
- M. In cases where a secondary diagnosis of substance abuse or need for domestic violence services is made, the welfare-to-work plan must also address the overlapping services for participants with dual diagnosis, with the domestic violence victim's safety being the primary consideration.
- N. Any Welfare-to-Work requirement may be waived for victims of past or present domestic violence for as long as the abuse impairs participation.
- O. CONTRACTOR shall ensure that the 18/24 clock shall not run whenever the Welfare-to-Work plan is waived.
- P. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all**

successfully updated screen printouts in the participant's record folder.

III. METHOD OF COMPENSATION

Reimbursement for Clinical Assessment and Domestic Violence Referral will occur after completion of the assessment.

- A. The COUNTY will reimburse the CONTRACTOR on the basis of the fixed unit price of \$25.00 per participant.
- B. At the time of billing the CONTRACTOR must submit a copy of the completed Clinical Assessment Provider Referral Form (GN 6006A) for MH/SA and/or completed Service Provider Referral Form (GN 6006B) for DV.

FISCAL YEAR 2004/2005

**REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)**

EXHIBIT C

STATEMENT OF WORK

COMMUNITY SERVICE

I. PROGRAM ACTIVITY

Community Service is designed to meet the 32/35 weekly participation hours for participants who have been unable to secure unsubsidized employment within the 18/24-month time limit while enhancing employability and fulfilling unmet community needs. After exhausting the 18/24 months, the parent must meet his or her participation mandate either through unsubsidized employment, Community Service or a combination of the two to continue receiving cash assistance and other supportive services.

Individuals who have received aid for a cumulative period of more than 18/24 months and return to aid after a break in aid of at least one month may be required to participate in Community Service to meet their participation requirement. An individual may participate in Community Service activities until he/she has received aid for a total of 60 months. The typical Community Service assignment will be nine (9) months.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR shall ensure that the scope of Community Service meets the following parameters. Community Service must:
- Be performed in public or private nonprofit organizations;
 - Meet unmet community needs;
 - Not displace existing employees; and
 - Lead to unsubsidized employment.
- B. CONTRACTOR shall refer all CalWORKs aided adults who are not exempt, have signed the Welfare-to-Work Plan, and exhausted the 18/24 months to Community Service.
- C. CONTRACTOR shall also make Community Service available prior to the expiration of the welfare-to-work time clock if the participant

and the case manager determine this is the most appropriate assignment to help the individual achieve his/her employment goal.

- D. Three (3) months prior to the Community Service work assignment, CONTRACTOR shall schedule the participant for an appointment with the case manager who will explain the Community Service program and review the participant's situation. The scheduling shall be documented in the GN 6050.
- E. Prior to enrollment into Community Service, CONTRACTOR shall ensure each participant is re-assessed individually by a vocational assessor to evaluate any existing barriers to employment and to determine his/her interests, aptitudes and goals in order to establish a Community Service activity and a new plan for moving into unsubsidized employment. Re-assessment could also result in a clinical assessment for mental health or substance abuse problems.
- F. CONTRACTOR shall assign the participant in a Community Service activity based on the individual plan developed with the vocational assessor and information from the CalWORKs office Community Service Liaison.
- G. CONTRACTOR staff shall track job placements, the individual's participation of 32/35 hours of Community Service activities and initiate compliance action when necessary.
- H. CONTRACTOR shall cycle the participant back into the Community Service flow if after nine months the individual remains unsuccessful in finding unsubsidized employment sufficient to meet the 32/35 weekly participation requirements.
- I. CONTRACTOR shall allow transportation, childcare, and ancillary work-related expenses available to the participant while engaged in Community Service. Specialized supportive services (MH/SA/DV) may be counted toward meeting the individual's participation requirement if the services enable or support the Community Service assignment.
- J. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**

III. METHOD OF COMPENSATION

Reimbursement for Community Service will occur after completion of the assessment.

- A. The COUNTY will reimburse the CONTRACTOR on the basis of the fixed unit price of \$140.00 per participant.
- B. At the time of billing, the CONTRACTOR must submit a copy of the completed results of the assessment showing the participant's name, case number, and date of completion. The results of the assessment must be disclosed to the participant by either the assessor or case manager and signed by both the assessor and participant. ***Until further notice, all completed Community Service Assessments shall be invoiced as completed Career Assessments.***

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

COMPLIANCE

I. PROGRAM ACTIVITY

Compliance procedures shall be initiated when a participant fails or refuses to meet program requirements. These compliance procedures apply to participants who have attended Orientation, but failed to continue participation in assigned RITE activities. In consultation with the Department of Public Social Services (DPSS), financial sanctions shall be applied to mandatory participants, and exclusionary sanctions shall be applied to exempt volunteers. CONTRACTOR shall initiate compliance procedures in an attempt to resolve participation issues.

Compliance activities provide progressive steps including:

- A *Cause Determination* hearing in which a participant is given the opportunity to discuss the reason for his/her failure or refusal to comply with program requirements with the RITE Case Manager.
- The participant and Case Manager developing a *Compliance Plan* resulting in the participant resuming program participation.
- *Sanctions* recommended when all compliance efforts fail.

Should compliance activities become initiated, the activities must be documented on the GN 6050.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR shall identify that a participant has failed to comply with program requirements as outlined in the L.A. GAIN Program Handbook, Chapter 1300.
- B. CONTRACTOR shall refer all RITE participants who have failed to comply with RITE/GAIN Program requirements to the DPSS liaison for compliance notification via the Multiple Message Fax Memo form. The participant is scheduled an appointment to meet with the Case Manager for a compliance

interview to review good cause criteria.

- C. CONTRACTOR shall complete a Compliance Plan if participant attends the compliance appointment and agrees to comply. The Case Manager shall notify the DPSS liaison, and compliance processing ends.
- D. If the participant fails to attend the compliance appointment, the CONTRACTOR must wait 20 days for the compliance period to end, notify the DPSS liaison by Multiple Fax Memo and recommend that the participant be processed for sanction.
- E. CONTRACTOR shall maintain all documentation in reference to the participant's compliance in the participant's record folder.
- F. *Any CONTRACTOR found to be delinquent in the timely referral of participants to compliance shall be subject to action up to and including termination.*
- G. The CONTRACTOR must refer to the RITE Compliance Flow Chart, DPSS/GAIN Administrative Directive 3935, and the L.A. GAIN Program Handbook, Chapter 1300.
- H. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) as applicable to compliance processing, and maintain a copy of all successfully updated screen printouts in the participant's record folder.**

FISCAL YEAR 2004/2005

**REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)**

EXHIBIT C

STATEMENT OF WORK

EMPLOYMENT

I. PROGRAM ACTIVITY

Employment shall be defined as occurring when a participant obtains verifiable subsidized or unsubsidized employment either through Job Club or any other RITE activity. For purposes of this contract, part-time employment is considered to be a minimum of 20 hours per week on average paid at the State of California minimum wage; full-time employment is a minimum of 32 or 35 hours per week on average paid at the State of California minimum wage.

In addition, pre-Orientation (pre-OAP) employment occurs when a newly referred participant is currently employed in verifiable part-time or full-time work.

Self-sufficient employment is defined as employment with gross earnings needed to achieve self-sufficiency from cash aid dependency.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR must ensure that all employment is compensated at the State of California minimum wage or above. In no case shall CONTRACTOR receive payment for any placement in which compensation is below the State of California minimum wage or overtime wages are not paid. Knowingly placing a participant in a sub-minimum wage job or one that does not pay overtime wages, or failing to take reasonable steps to determine whether a participant is being paid minimum wage or overtime, may be considered in violation of the contractual agreement and may be subject to appropriate disciplinary action including, but not limited to, termination of contract.
- B. CONTRACTOR must ensure that no participant is placed in employment in which he/she is compensated below the California minimum wage in compliance with the Fair Labor Standards Act (29 CFR, Part 4) or that no participant is compensated on a "piece-work" basis or on a "fee-for-service" basis.
- C. CONTRACTOR must ensure that all participants who obtain part-time employment participate in GAIN activities for the number of hours necessary to meet the 32 hour requirement for single-parent assistance units or 35 hour

requirement for two-parent assistance units.

- D. All employment, full or part-time, shall be verified in writing every thirty days. Written verification of employment and paycheck stub must be received upon initial part-time or full-time placement. Paycheck stubs indicating the number of hours worked each week, and the rate of compensation must be received from the participant every thirty days as verification of continued employment. All documentation must be maintained in the participant's record folder.
- E. CONTRACTOR must submit payroll documentation that conforms to all applicable State Laws, specifically California Labor Code §226. This is mandatory to confirm all successful employment placements. Therefore, placements will not be compensated unless they comply with all State Labor Codes.

For all "employee" placements, CSS requires that a copy of the paycheck and either the check stub or a written list with all of the required information, accompany all documentation

- Employee name
- Employee social security number
- Name and address of employer
- Gross wages earned
- Total hours worked by the employee
- All deductions
- Net wages earned
- Dates for which the employee is paid
- Hourly rate and number of hours worked at each hourly rate

It is the responsibility of the CONTRACTOR to assist placed participants in obtaining all of the above information from their employer.

- F. CONTRACTOR must ensure that RITE program Welfare-to-Work activity assignments are adjusted as the participant's work hours change, so that the participant continues to meet the 32/35 hour activity requirement.
- G. CONTRACTOR may not combine the hours of two part-time jobs to bill for a full-time placement, nor may the CONTRACTOR combine the hours of two jobs

below 20 hours each to bill for a part-time placement.

- H. CONTRACTOR may not combine the hourly wage earned with any overtime wages earned by the participant to meet the State of California minimum wage criteria or the self-sufficiency criteria listed in Table 1. Furthermore, CONTRACTOR may not combine part-time hours less than 20 hpw with the number of overtime hours worked to fulfill part-time employment. The CONTRACTOR may not combine the number of overtime hours worked with the number of part-time hours worked in order to fulfill full-time employment.
- I. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**
- J. For employment, CONTRACTOR must verify that the participant is employed either by receipt of written verification of employment signed by the employer or paycheck stubs which indicate the number of hours worked each week, and the rate of compensation. **Verification of employment forms signed by the CONTRACTOR will not be accepted.**
- K. The following exceptions apply, but are not limited to, when: 1) the participant has compelling reason to abstain from submitting a written verification of employment signed by the employer (e.g., disclosing participation in welfare-to-work activities to employer will jeopardize the participant's employment status) or 2) the In-House Supportive Services worker cares for a minor and must sign the employment verification on the minor's behalf.
- L. Should exceptions apply, the CONTRACTOR must ensure that the participant completes a written statement and signs the Affidavit (PA 853 form) to justify the absence of the employer's signature on the employment verification form. If the employer is on vacation and cannot be reached to complete the employment verification form, the CONTRACTOR may **not** sign on behalf of the employer to expedite the process.
- M. All valid documentation must be maintained in the participant's record folder.
- N. For full-time or part-time self-sufficient employment, CONTRACTOR must verify that the participant is receiving gross earnings needed to achieve self-sufficiency from cash aid dependency. Currently, those earnings are defined on page 10 of the REAP Rewards through Working handbook prepared by the Department of Public Social Services. The self-sufficiency amounts were established October 1, 2000 and are subject to change at any time. They are based on the size of the assistance unit and shown below in Table 1.
- O. Self-sufficiency earnings from part-time or full-time employment meeting the requirements in Table 1 must be based solely on the participant's wages and not be based on the combined wages of the participant and spouse. CONTRACTOR

shall submit a completed "RITE Self-Sufficiency Wage Determination" form for reimbursement for any self-sufficiency employment placements or upgrades.

TABLE 1

Number in Assistance Unit	Self-Sufficiency Amount Monthly	Self-Sufficiency Amount Weekly
2	\$1,265	\$290
3	\$1,515	\$350
4	\$1,761	\$405
5	\$1,973	\$455
6	\$2,187	\$505
7	\$2,383	\$550
8	\$2,575	\$595
9	\$2,763	\$635
10	\$2,951	\$680
Add 1	Add \$185	Add \$40

III. METHOD OF COMPENSATION

- A. For purposes of CONTRACTOR reimbursement, part-time employment shall be a minimum of 20 hours per week. At no time shall CONTRACTOR receive payment for any placement below 20 hours per week. CONTRACTOR must document that part-time employment is supplemented by additional GAIN activities so that the participant continues to meet the 32/35 hour activity requirement.
- B. For purposes of CONTRACTOR reimbursement, full-time placement must be a minimum of 32 hours per week on average for a single parent or 35 hours per week for a participant in a two-parent family. Any placement below 32/35 hours, and over 20 hours shall be billed as part-time. For two-parent families, CONTRACTOR must document that any employment less than 35 hours per week on average is supplemented by additional GAIN activities so that the participant continues to meet the 35 hour activity requirement.
- C. Reimbursement to the CONTRACTOR will occur after the participant has secured part-time or full-time employment. Paid work experience, college internships, and work-study may not be billed as subsidized part-time or full-time employment.
- D. Employment placements made through temporary agencies and/or placements made that are not intended for long-term employment (nine months, or 270 days, or longer) will be reimbursed **only** if the participant has self-placed. If the CONTRACTOR places the participant in part-time or full-time employment through a temporary agency and/or the placement made is not intended for long-

term employment, then the CONTRACTOR shall **not** be reimbursed for that placement until the participant is hired as a permanent employee of the commissioning agency.

- E. If the CONTRACTOR places a participant in a part-time or full-time employment, the CONTRACTOR shall bill for that part-time or full-time placement by the 15th of the following month. In the case that the participant becomes unemployed after the initial placement, and the participant is re-hired by the same employer, then the CONTRACTOR will **not** be reimbursed. However, if the participant is re-hired and employment hours are upgraded to meet the requirements shown below in Section III, bullets H-N, then the CONTRACTOR may bill for the upgrade.
- F. At time of billing, CONTRACTOR must provide a completed employment verification form **AND** current check stub showing number of hours per week and rate of pay **OR** self-employment declaration. If employment is below 32 hours per week on average for a single-parent assistance unit or below 35 hours per week on average for a two-parent family, CONTRACTOR must provide documentation of additional hours of GAIN activity verifying that the participant meets the 32/35-hour activity requirement. Reimbursement for self-sufficiency employment placements or upgrades must be accompanied with the completed "RITE Self-Sufficiency Wage Determination" form.
- G. For commission-based employment placements, CONTRACTOR must submit a copy of the signed commission contract (which outlines terms of employment and rate of compensation) with the monthly billing for reimbursement. Average earnings from commission-based employment shall not be accepted for purpose of meeting the minimum wage requirement. Participants must earn at least a base salary of the current minimum wage after the initial six month employment period.
- H. For pre-OAP part-time employment, the COUNTY will reimburse the CONTRACTOR at the rate of \$50 per participant placed prior to Orientation.
- I. For pre-OAP full-time employment, the COUNTY will reimburse the CONTRACTOR at the rate of \$100 per participant placed prior to Orientation.
- J. For placement directly into part-time employment after Orientation, the COUNTY will reimburse the CONTRACTOR at the rate of \$250 per participant placed.
- K. For placement directly into full-time employment after Orientation, the COUNTY will reimburse the CONTRACTOR at the rate of \$500 per participant placed.
- L. If a part-time employed participant is upgraded within the same employer to a full-time position after Orientation, the COUNTY will reimburse the CONTRACTOR at the rate of \$250 per participant upgraded.

M. For placement or upgrade directly into part-time or full-time self-sufficient employment after Orientation, the COUNTY will reimburse the CONTRACTOR at the rate of \$500 per participant placed.

N. CONTRACTOR may not bill for more than one direct placement or employment upgrade per participant in any given month.

O. Self-Employed participants and persons compensated by commission are not required to meet the minimum wage requirements for the initial six months of employment. However after the first six months of employment, the participant must meet the minimum wage criteria. The CONTRACTOR will be required to monitor the status of these participants monthly to see if there is any change in their employment earning status. For further information concerning self-employed participant requirements and procedures, refer to the L.A. GAIN Program Handbook, Chapter 400.

FISCAL YEAR 2004/2005

REFUGEE/IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

FLEXIBLE (FLEX) JOB READINESS & CAREER PLANNING SERVICES

I. PROGRAM ACTIVITY

Flexible (Flex) Job Readiness & Career Planning Services is a four (4) or five (5) week uninterrupted activity designed to increase the participant's employment marketability, job skills, and exposure to the job market with the purpose of placement into full-time or part-time employment. Flexible Job Readiness & Career Planning Services will also be provided to a small number of non-English/non-Spanish speaking participants of the Teen Career Enhancement (TCE) program who are referred by DPSS. These TCE program participants are graduates of the Cal-Learn program (Cal-Learn is a statewide mandatory program for CaWORKs participants who are pregnant or parenting, under age nineteen at the time of enrollment and have not received a high school diploma or its equivalent).

Certain RITE participants may elect to attend Flex Job Readiness & Career Planning Services concurrently while:

- 1) Attending a second RITE activity, e.g., vocational/educational training, remedial education, or
- 2) Employed

Job Readiness & Career Planning Services is comprised of:

- Week 1: Career Planning and Preparation Seminar (CPPS) with Enhanced Appraisal. This is a one (1) week classroom seminar in which GAIN/RITE participants take the first step in focusing on their career goals by undergoing an appraisal of their interests and skills, and developing Career Goal Plans based on current labor market information. CPPS will assist participants in identifying and developing short and long-term goals in which to direct job search.

- Weeks 2-4: Job Club is a three (3) week activity designed to teach GAIN/RITE participants various job finding skills and enhance chances of participant employment. The focus for each week is as follows:

1st Week of Job Club: Classroom activities combined with targeted job search to seek jobs paying a living wage.

2nd Week of Job Club: Some classroom activities combined with targeted job search to seek jobs in a targeted occupation with documented potential to lead to a living wage.

3rd Week of Job Club: Classroom activities to address obstacles encountered in job search with targeted job search to seek part-time work, to be combined with education or training.

- Week 5 (Optional): Voluntary Enhanced Motivation (VEM) provides personalized staff support to GAIN/RITE participants unsuccessful in finding employment by the end of the three (3) week Job Club and who volunteer to participate in this activity. Participants who choose not to participate in this activity proceed directly to a professional vocational assessor for development of an individualized employment plan. VEM is participant driven and flexible, including self-sufficiency workshops providing an opportunity for participants to work on job search methods that are individualized and conducted in small group settings.

In addition, under the Long Term Family Self-Sufficiency (LTFSS) Plan, the Teen Passport to Success Program may be conducted for teens (12-18 years of age) whose parent(s) are participating in Job Readiness & Career Planning Services.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. The CONTRACTOR shall provide part-time Job Readiness & Career Planning Services activities to such RITE participants to the extent such services are compatible with the RITE participant's school/work schedule.
- B. Ensure that all Concurrent Job Readiness & Career Planning Services are conducted in the participant's primary language as shown on the PA 481 form.
- C. Enroll maximum of twenty (20) participants in any Job Readiness & Career Planning Services class, unless otherwise approved by County.
- D. Conduct Concurrent Job Readiness & Career Planning Services for at least four (4) weeks (128 hours for a single parent family, and 140 hours for a two-parent family).

- E. CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participants file.

III. METHOD OF COMPENSATION

- A. CONTRACTOR shall be compensated at the rate of \$75.00 per participant attending Concurrent Job Readiness & Career Planning Services for the required hours stated above.

CONTRACTOR must submit all documentation required for regular (full-time) Job Readiness & Career Planning Services participants.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

JOB READINESS & CAREER PLANNING SERVICES

I. PROGRAM ACTIVITY

Job Readiness & Career Planning Services is a four (4) or five (5) week uninterrupted activity designed to increase the participant's employment marketability, job skills, and exposure to the job market with the purpose of placement into full-time or part-time employment. Job Readiness & Career Planning Services may also be provided to a small number of non-English/non-Spanish speaking participants of the Teen Career Enhancement (TCE) program who are referred by DPSS. These TCE program participants are graduates of the Cal-Learn program (Cal-Learn is a statewide mandatory program for CalWORKs participants who are pregnant or parenting, under age nineteen at the time of enrollment and have not received a high school diploma or its equivalent). As indicated in the L.A. GAIN Program Handbook, Chapter 700, Job Readiness & Career Planning Services shall be conducted five (5) days per week to meet the participant activity requirement of 32/35 hours per week.

Job Readiness & Career Planning Services is comprised of:

- Week 1: Career Planning and Preparation Seminar (CPPS) with Enhanced Appraisal. This is a one (1) week classroom seminar in which GAIN/RITE participants take the first step in focusing on their career goals by undergoing an appraisal of their interests and skills, and developing Career Goal Plans based on current labor market information. CPPS will assist participants in identifying and developing short and long-term goals in which to direct job search.
- Weeks 2-4: Job Club is a three (3) week activity designed to teach GAIN/RITE participants various job finding skills and enhance chances of participant employment. The focus for each week is as follows:

1st Week of Job Club: Classroom activities combined with targeted job search to seek jobs paying a living wage.

2nd Week of Job Club: Some classroom activities combined with targeted job search to seek jobs in a targeted occupation with documented potential to lead to a living wage.

3rd Week of Job Club: Classroom activities to address obstacles encountered in job search with targeted job search to seek part-time work, to be combined with education or training.

- Week 5 (Optional): Voluntary Enhanced Motivation (VEM) provides personalized staff support to GAIN/RITE participants unsuccessful in finding employment by the end of the three (3) week Job Club and who volunteer to participate in this activity. Participants who choose not to participate in this activity proceed directly to a professional vocational assessor for development of an individualized employment plan. VEM is participant driven and flexible, including self-sufficiency workshops providing an opportunity for participants to work on job search methods that are individualized and conducted in small group settings.

As indicated in the L.A. Gain Program Handbook, Chapter 700, Job Readiness & Career Planning Services (Job Search Services) shall be conducted five (5) days per week to meet the participant activity requirement of 32/35 hours per week.

In addition, under the Long Term Family Self-Sufficiency (LTFSS) Plan, the Teen Passport to Success Program may be conducted for teens (12-18 years of age) whose parent(s) are participating in Job Readiness & Career Planning Services.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. All non-exempt participants shall be scheduled to begin Job Readiness & Career Planning Services within 30 calendar days of completion of Orientation and Appraisal, unless the participant is:
 1. Employed full-time;
 2. In an approved SIP, and the Job Readiness & Career Planning Services schedule would interfere with the SIP;
 3. In need of immediate counseling or treatment for domestic violence, substance abuse or mental health. The needed services must be determined by a clinical assessor or a domestic violence, substance abuse or mental health service provider.
- B. CONTRACTOR shall not have personnel functioning in dual program assignments, therefore the RITE CalWORKs Job Readiness and Career Planning training can not be combined with the Refugee Employment

Program (REP) CalWORKs Job Readiness Job Search. The RITE session must have separate classroom training. All training for Job Readiness & Career Planning Services instructors must be arranged and approved based on the COUNTY model. Exceptions must have written approval from the COUNTY.

All Job Readiness & Career Planning Services activities must:

1. Be conducted in the participant's primary designated language as shown on the PA 481.
2. Be conducted in groups speaking no more than two (2) different primary languages, and shall be conducted by instructors who are fluent in those languages.
3. Enroll no more than twenty-five (25) participants in any Job Readiness & Career Planning Services session per instructor, unless otherwise approved by County.
4. Ensure that all Job Readiness & Career Planning Services activities begin and end regularly at specific pre-determined times. The sessions shall not be conducted on an open entry/exit format. Participants who are absent without a legitimate excuse (including, but not limited to, sickness, family emergency), tardy more than three times throughout the course of the Job Readiness & Career Planning Services or miss two (2) consecutive days, must repeat the session. Participants who are absent with a legitimate excuse must complete and sign the Affidavit (PA 853 form) explaining the absence.
5. Ensure that all participants in need of appropriate clothing to attend Job Readiness & Career Planning Services or job interviews receive supportive services/work-related expense payments, as authorized in the L.A. GAIN Program Handbook, Chapter 1200. CONTRACTOR shall further ensure that all staff conducting Job Readiness & Career Planning Services activities similarly maintain professional standards of dress and conduct, and present themselves in a manner consistent with the standard expected of participants.
6. Make offer of dual track services as appropriate, based on the Literacy Assessment score received from the case manager.
7. Provide Supervised Job Search activities during the 2nd through 4th week of Job Club that comply with the goals and requirements of the L.A. GAIN Program Handbook. These include daily contact and

supervision, providing one-on-one job search training, developing job leads, and the availability of telephone banks for participant use. All such activities are to be documented on the RITE Job Search Progress Report and submitted to the COUNTY on a monthly basis, with the CONTRACTOR'S billing invoice.

8. Provide an activity assignment interview conducted by the Case Manager along with the participant on the last day of Job Readiness & Career Planning Services to schedule the participant for the next appropriate activity.
- C. CONTRACTOR must complete a Job Club Schedule indicating the beginning and end dates of each Job Club for each agency site on a monthly basis.
- D. **CONTRACTOR must ensure that Case Manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**

III. METHOD OF COMPENSATION

Job Readiness & Career Planning Services consists of four (4) or five (5) weeks of uninterrupted participation. A single parent participant assigned to Job Readiness & Career Planning Services must complete 128 hours of attendance (32 hours per week for 4 weeks) in order for CONTRACTOR to request payment for Job Readiness & Career Planning Services. A participant in a two-parent family assigned to Job Readiness & Career Planning Services must complete 140 hours (35 hours per week for 4 weeks). Week five (5) participation is voluntary and therefore not required for payment.

- A. CONTRACTOR must provide a completed copy of the following attached forms for Job Readiness & Career Planning Services documentation:

Form 1 is the monthly RITE Job Readiness & Career Planning Activity Report, which identifies the curriculum, participant's daily hours of attendance, and includes the participant's signature for each day of participation. This form is to be submitted to the COUNTY monitor at the completion of the fourth or fifth week.

Form 2 is the RITE Job Search Participant Log (Job Search Progress Report) used to document a participant's daily job search activities.

- B. CONTRACTOR may submit a request for payment of \$300 per participant for Job Readiness & Career Planning Services based on *participant completion*

of four (4) weeks of Job Readiness & Career Planning Services (128 hours for a single parent, or 140 hours for a two-parent family).

Exception 1.: CONTRACTOR may bill \$300 per participant for Job Readiness & Career Planning Services prior to completion of the 128/140 hour requirement if CONTRACTOR ensures that the participant has completed ***at least two (2) weeks of Job Readiness & Career Planning Services activity and the CONTRACTOR has secured full-time employment for the participant.***

Exception 2.: For *Dual Track* participants, CONTRACTOR may bill \$300 per participant for Job Readiness & Career Planning Services prior to completion of the 128/140 hour requirement if CONTRACTOR ensures that the participant has completed ***at least two (2) weeks of Job Readiness & Career Planning Services activity and the CONTRACTOR has secured full-time employment, or part-time employment with remedial training.*** Refer to DPSS Administrative Directives 4016 and 4017, and CSS RITE Program Alert 00-13, dated July 20, 2000.

- C. Payment for Job Readiness & Career Planning Services activities shall be contingent on the participant's attendance at all required sessions, and for the entire time period necessary to complete their 32/35 hour requirement, with the exception of excused absences. (see section B (4)).
- D. A Job Readiness & Career Planning Activity Report shall be completed and signed daily by each participant. Such forms shall detail the participant's attendance and activities for each day of the four (4) week CPPS and Job Club activity. CONTRACTOR shall submit the required forms with the billing invoices when submitting for payment of Job Readiness & Career Planning Services, and shall maintain a copy of each form in the participant's record folder.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

MANDATORY/VOLUNTARY PARTICIPANTS

I. PROGRAM ACTIVITY

All participants in the RITE program involved in Welfare-to-Work activities shall be classified as mandatory, volunteer or contributing spouses.

A. A **mandatory participant** is the person registered in GEARS and referred by the CIU to attend Orientation. This could be either or both parents in a two-parent household. At the appraisal appointment the case manager shall discuss with the individual(s) to determine:

1. The family situation (i.e., if either parent is employed, etc.).
2. Who will be participating in the RITE program Welfare-to-Work activities.

Based on the outcome, either or both spouses may be deemed a volunteer participant.

B. A **volunteer participant** can be either or both parents participating in Welfare-to-Work activities. A volunteer must be registered in GEARS and referred to your agency by CIU, and attend Orientation and Appraisal.

For example: A husband is registered in GEARS by CIU, and referred to Orientation (mandatory participant). During the appraisal interview he discloses that his wife is working 35 hours per week (she is not currently registered in GEARS). At this point the family is meeting the GAIN requirement of 35 hours per week activity, and would be considered as **volunteers** in the RITE program if they choose to participate further.

The wife volunteers to accept Post-Employment Services (career assessment and transportation), will be registered/updated in GEARS, attend Orientation and Appraisal, and is case managed throughout the time she receives post-employment services. The husband, although not obligated (because his wife is meeting the required 35 hours) volunteers to participate in Welfare-to-Work activities. He is referred to career

assessment, updated in GEARS, offered and accepts post-employment services. He is separately case managed throughout his participation in the RITE program.

- C. An **exempt volunteer** is a person who has documentation excluding participation in Welfare-to-Work activities. The individual, however, wants to participate, according to the L.A. GAIN Handbook, Chapter 400.
- D. A second parent (**spouse**) **may contribute** to meet the two-parent household's required 35-hour Welfare-to-Work activities **without being enrolled in the RITE program**.
- E. If both spouses are contributing hours to meet the two-parent household's required 35-hour Welfare-to-Work activities, then both spouses must be registered in GEARS to ensure that the participation hours of each parent are tracked. If one parent (spouse) fully meets the 35-hour Welfare-to-Work requirement, then only the participating parent needs to be registered in GEARS.

Volunteering spouses are encouraged to participate to the fullest extent possible, as they must participate in any assigned activity to the extent required of others attending the same activity.

II. **RESPONSIBILITY OF CONTRACTOR**

- A. CONTRACTOR must discuss with each referred (mandatory) participant their family situation to establish who (if anyone) will participate in the RITE program Welfare-to-Work activities.
- B. CONTRACTOR must ensure that all voluntary participants are registered in GEARS to their agency, and attend Orientation and Appraisal.
- C. CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.

FISCAL YEAR 2004/2005

**REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)**

EXHIBIT C

STATEMENT OF WORK

PARTICIPANT GRIEVANCE PROCEDURES

I. PROGRAM ACTIVITY

Program participants who believe that any program requirement or assignment is contrary to his/her Welfare-to-Work plan or is inconsistent with the objectives or procedures of the program may choose to file an appeal. Participants may identify other issues with which they have complaints in addition to the compliance and grievance issues addressed in Chapter 1300, L.A. GAIN Handbook. These complaints may be resolved by civil rights investigations, State hearings or through other procedures.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR assures, as articulated in the Title VI of the Civil Rights Act of 1964, that no participant shall be excluded from or denied participation in any RITE/GAIN activity on the basis of race, color, national origin, political affiliation, religious belief, sex, age or handicap. This applies to services provided by individuals, institutions, agencies, or organizations under contract to CSS.
- B. All instances of alleged civil rights violations filed by RITE/GAIN participants shall be investigated by the CONTRACTOR. It is the responsibility of the CONTRACTOR, intermediary contractor or the childcare R&R agency to receive, process and resolve instances of alleged discrimination.
- C. Copies of the complaints and resolution shall be maintained in the RITE/GAIN Participant's Record Folder maintained at the CONTRACTOR site.
- D. If the CONTRACTOR is unsuccessful in resolving the complaint/civil rights allegation, the intermediary contractor, under whose geographic boundaries the CONTRACTOR falls, shall conduct an investigation and resolve the issue(s).
- E. CONTRACTOR shall inform all participants of their grievance and hearing rights throughout their participation in RITE/GAIN and maintain procedures

Participant Grievance Procedures

Page 2

consistent with the L.A. GAIN Program Handbook, Section 1300, "Compliance Issues and Participant Complaints," Section 1700, "Complaints," and applicable state and federal laws.

- F. CONTRACTOR shall submit to COUNTY for approval, written procedures for processing participant complaints/grievances. Procedures submitted must include all forms and information explained and made available to participants during Appraisal, and should be consistent with the L.A. GAIN Program Handbook, state and federal laws. Copies of the procedures made available to the participant must be filed in the Participant Record Folder.
- G. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**

FISCAL YEAR 2004/2005

EXHIBIT C

STATEMENT OF WORK

POST ASSESSMENT

I. PROGRAM ACTIVITY

GAIN post-assessment Welfare-to-Work activities shall be provided to the participant **based upon the employment plan developed during Vocational Assessment and the recommendations of the clinical assessor or mental health, substance abuse or domestic violence service provider.** Participants shall be informed that they can receive substance abuse and mental health services as part of their Welfare-to-Work plan. Domestic violence victims may have any WtW program requirement waived, and the 18/24 month time limit may also be waived, for those engaged in WtW activities in consultation with the service provider. Sanctions are not applied if the participant's domestic violence, substance abuse or mental health issue contributed to the participant's failure to comply, and only after consultation with the service provider.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. In consultation with the participant, CONTRACTOR shall assign all participants to activities by following the employment plan provided by the vocational assessor and/or the recommendations of the clinical assessor or mental health, substance abuse or domestic violence service providers.
- B. A Welfare-to-Work Plan (WTW2) shall be completed for each participant to assign post-assessment activities. The plan shall be written in the participant's primary language, in clear and understandable language, and have a simple and easy-to-read format. The signed WTW2 form shall be included in each participant's record folder. The plan must contain the following general information:
 - 1. Participant's specific activity assignment.
 - 2. Documentation of the supportive services the participant will receive, including the discussion of the provision of child care services if necessary.
 - 3. Criteria for successful completion of the participant's specific activities, including the required number of hours of participation.

- C. CONTRACTOR must inform the participant that they are not required to sign a plan which they do not understand, or which requires them to participate in activities they do not feel are appropriate.
- D. CONTRACTOR must inform participants of their right to an independent third-party assessment by a non-COUNTY employee, and subsequent fair hearing rights, if the participant does not agree with the Vocational Assessor's plan. Participants shall also be informed that they have three (3) days from the signing of the WTW2 plan to request any changes in its terms, in accordance with L.A. GAIN Handbook, Chapter 900.
- E. CONTRACTOR must take steps sufficient to ensure follow-up of client activities after Vocational Assessment. This includes, but is not limited to, placing participants in recommended training, educational and/or work experience programs, as well as supportive services.
- F. The CONTRACTOR is responsible to track and document each participant's progress and attendance in the recommended activity, including supportive services, and to report all such activities to the COUNTY when so requested.
- G. CONTRACTOR shall enroll all participants in appropriate post-assessment activities within ten (10) work days of completion of the WTW2 form.
- H. CONTRACTOR shall ensure that all employed participants are assigned to, and participate in, post-assessment activities to total the required 32 hours per week for a single parent family, and 35 hours for two-parent families. The work requirements represent a weekly average within a month and not a fixed number of hours for each week. Activities may be concurrent or sequential, as needed to total 32/35 hours.
- I. As appropriate and necessary for the removal of the participant's barriers to employment, a participant who lacks basic literacy or math skills, a high school diploma or GED certificate, or English language skills, must be assigned to participate in Adult Basic Education, which includes English-as-a-Second-Language (ESL) classes.
- J. On the basis of the vocational assessment, recommendations of the clinical assessor or the substance abuse, mental health or domestic violence service provider, an individualized WTW2 plan must be developed which identifies specific barriers to the participant's success in obtaining self-sufficiency. This includes limited or inability to speak English, poor reading, writing, or mathematics abilities, few or no vocational skills, or supportive services

issues. The participant's individualized welfare-to-work plan must focus on activities to mitigate, eliminate, or address these barriers to self-sufficiency.

K. CONTRACTOR shall assign participants to an adequate range of welfare-to-work activities, from the following list of allowable activities as necessary to allow the participant to meet the 32/35 hour requirement:

1. Adult Basic Education, which shall include reading, writing, arithmetic, high school proficiency, or GED certificate of instruction and ESL classes;
2. Vocational Education and Training, including but not limited to Vocational English as a Second Language;
3. Job Skills Training directly related to employment;
4. Education directly related to employment;
5. Satisfactory attendance at a secondary school or GED course for those without a high school diploma or equivalent;
6. Job Search Services;
7. Domestic Violence, Mental Health and Substance Abuse services;
8. On-the-Job Training;
9. Work Experience;
10. Work Study;
11. Self-employment;
12. Post-employment services;
13. Subsidized or unsubsidized employment.

No welfare-to-work plan shall require Job Search and Work Experience exclusively. CONTRACTOR shall ensure that all participants placed in Work Experience and/or Job Search shall be placed in additional concurrent activities.

L. CONTRACTOR shall include GN 6070 Participant Progress Reports in participant 's record folder quarterly.

M. CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.

II. METHOD OF COMPENSATION

- A. The review of a participant's vocational assessment and completion of the post assessment Welfare-to-Work Plan (WtW2) is required as an activity of case management.
- B. CONTRACTOR is reimbursed for post assessment planning and completion of the WtW2 form through case management billing in the month in which the post assessment activity occurs.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

POST-EMPLOYMENT SERVICES

I. PROGRAM ACTIVITY

Post-Employment Services are designed to help participants who have secured initial entry-level jobs. Through post-employment services a participant shall receive information, resources, and the tools needed to retain unsubsidized employment and enable the achievement of economic self-sufficiency, prior to the exhaustion of the five (5) -year lifetime limits.

II. RESPONSIBILITY OF CONTRACTOR

A. CONTRACTOR shall provide post-employment services to all full-time employed RITE participants, and conduct said services in the participant's primary language as designated on the PA 481 form.

B. CONTRACTOR must support the participant in a way that ensures the participant stays focused on their employment and career enhancement.

C. CONTRACTOR shall make post-employment services available for current CalWORKs cash recipients. Former CalWORKs recipients are eligible for post-employment services up to twelve months from the time that their cash aid is terminated.

D. Post-employment services include:

1. Career Assessment;
2. Continued case management;
3. Job retention services;
4. Rapid re-employment services;
5. Earned Income Tax Credit (EITC) counseling;
6. Continued educational development;
7. Skills Training;
8. Life Skills Training;
9. Continued supportive services including, but not limited to, transportation, child care, work-related expenses, other costs associated with the

completion of their post-employment plan, substance abuse, mental health, and domestic violence services;

10. One-to-One Mentoring.

E. A participant shall be referred to a post-employment **Career Assessment** when he/she obtains a **full-time job** and agrees to receive post-employment services.

1. CONTRACTOR must schedule and assign all participants who are employed **full-time**, and who accept post-employment services, to a career assessment prior to assigning the participant to post-employment activities.

2. Career Assessments shall be conducted by DPSS/GAIN approved professional assessors, or RITE program CONTRACTORS previously approved by DPSS/GAIN to conduct in-house career assessments.

3. CONTRACTOR must assign all participants to post-employment activities by following the plan provided in the career assessment and ensuring the provision of continued supportive services.

4. Career Assessment must be scheduled and conducted within five (5) working days of the participant's request for post-employment services.

F. **CONTRACTOR must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**

III. METHOD OF COMPENSATION

A. CONTRACTOR is reimbursed for post-employment services through monthly case management billing, *with the exception of career assessment*.

B. The COUNTY will reimburse the CONTRACTOR after completion of the career assessment based on the basis of the fixed unit price of \$140.00 per participant.

1. The CONTRACTOR must submit a copy of the completed results of the assessment including the participant's name, case number and date of completion, at the time of billing. The results of the assessment must be disclosed to the participant by either the assessor or case manager and signed by both the assessor and participant.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

SUPPORTIVE SERVICES

I. PROGRAM ACTIVITY

Supportive Services are services available to assist a participant in overcoming barriers to participation and/or achieving and maintaining employment.

Supportive Services shall include:

- A. Child Care
- B. Transportation
- C. Ancillary expenses
- D. Personal Counseling
- E. Specialized Supportive Services

Specialized Supportive Services shall refer to treatment services that include Domestic Violence Services, Mental Health Treatment, and Substance Abuse Treatment offered to CalWORKs recipients who have barriers to employment due to mental/emotional disabilities, substance abuse problems, and/or due to being a past or present victim of domestic violence.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR shall inform participants that child care must be provided for children under age 13, if it is necessary for the participant to participate in any CalWORKS activity, including job club, SIPs, education and training activities, and community service.

- B. CONTRACTOR shall inform participants that if they are unable to find child care, they have a good cause reason not to participate in job club or other Welfare-to-Work activities. However, participants must be informed that good cause exceptions do not stop the 18/24 month time clock or 60-month time clock.
- C. CONTRACTOR shall follow all guidelines and procedures for the provision of child care services as outlined in the L.A. GAIN Handbook, Chapter 1200. Child Care providers shall be directly reimbursed by the Resource & Referral Agencies (R&R)/Alternative Payment Providers (APP) under contract with DPSS to provide child care referrals, payments, and information to CalWORKs participants.
- D. CONTRACTOR shall make transportation available through the GEARS system, to each participant for any RITE/GAIN activity for the duration of that activity. For example, if a participant is scheduled for a one day Vocational Assessment, s/he is entitled to transportation payment for that one day to ensure s/he attends. Likewise, if the participant is employed full time, transportation is to be made available for the entire month. Upon completion of an activity, transportation payments shall be terminated. Transportation payments shall be reissued when the participant is scheduled to start the next activity.
- E. Transportation may be issued to the participant and his/her children if it is necessary for the participant to transport the children to a child care provider in order to participate in a RITE/ GAIN activity.
- F. **CONTRACTOR shall ensure that transportation payments are provided to the participant prior to the time of use.**
- G. Ancillary/work-related expenses include the cost of books, tools, clothing, fees and other necessary costs, but not tuition, for all Welfare-to-Work activities including education and training, or to accept employment. Payments may also be issued to cover the repair or replacement of necessary work-related items. All ancillary/work-related expenses shall be issued to RITE program participants through the GEARS system.
- H. In the event that an emergency or advance payment to the participant is necessary or GEARS is not operational, CONTRACTOR shall ensure the manual issuance of transportation, ancillary, and/or work-related expense payments to the RITE participant.

- I. **CONTRACTOR** must follow guidelines for limits on work-related expenses as outlined in the L.A. GAIN Program Handbook, Chapter 1200.
- J. Referrals for personal counseling shall be made available to the participant as provided in the L.A. GAIN Program Handbook, Chapter 1200.
- K. **CONTRACTOR** must immediately refer any participant who is identified as needing Domestic Violence services as outlined in the L.A.GAIN Program Handbook, Chapter 1200. Domestic violence may have program requirements waived, including the 18/24 month time clock.
- L. Mental Health and Substance Abuse treatment services shall be based upon a professional evaluation, conducted by the Clinical Assessor, and such treatment shall be included as part of the participant's Welfare-to-Work plan.
- M. Mental Health and Substance Abuse treatment services shall be provided in accordance with the L.A. GAIN Program Handbook, Chapter 1200.
- N. Any **CONTRACTOR** failing to provide adequate support services which leads to a participant's failure to cooperate or participate in Welfare-to-Work activities will be considered in violation of the contractual agreement and may be subject to appropriate disciplinary action including, but not limited to, termination of contract.
- O. Case management continues while the participant is utilizing support services. If the participant no longer needs supportive services and declines additional post-employment services, the case must be closed.
- P. **CONTRACTOR** must ensure that case manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.

III. METHOD OF COMPENSATION

- A. **CONTRACTOR** shall make transportation payments available through the GEARS system.
- B. **CONTRACTOR** shall make ancillary and/or work-related payments available through the GEARS system.
- C. Reimbursement for **manually** issued supportive services expense payments shall be authorized for transportation, ancillary, and/or work-related expense payments only.

1. The COUNTY will reimburse the CONTRACTOR for Transportation cost the amount of a bus pass or the actual cost of mileage which ever is least expensive. Transportation expense payments to participants must be based on actual travel needs.
2. The COUNTY will reimburse the CONTRACTOR for ancillary and/or work-related expense payments. Receipts for expenses that have been incurred must be provided. Ancillary expenses must be based on actual costs.
3. At the time of billing, the CONTRACTOR must submit a copy of the receipt for the bus pass purchase or a copy of the log for token/pass/mileage disbursements for transportation payment.
4. For ancillary and/or work-related payments, the CONTRACTOR must submit a copy of the receipt of purchases made. CONTRACTOR must ensure that the participant submits a receipt within ten (10) days of purchase for reimbursement as referenced in the L.A. GAIN Program Handbook, Chapter 1200.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

TIME LIMIT (TL) WORKSHOPS

I. PROGRAM ACTIVITY

CalWORKs recipients that have continuously received cash assistance since January 1, 1998, will exhaust the 60-Month Lifetime Limit For Cash Aid, beginning January 1, 2003.

Time Limit (TL) Workshops are a **voluntary** activity offered to active and inactive (deregistered) RITE program participants identified by DPSS as being at risk of reaching their 60-month lifetime limit on CalWORKs cash aid. The workshops are designed to review the 60-month time limit regulations, remind participants of the various services available to them, such as Specialized Supportive Services, Post-Employment Services, education and training, job development services, child care, transportation and work-related expense payments. The workshops are also to be used to encourage participants to begin or resume program participation to help reach independence from welfare. Compliance/sanction procedures will not be initiated for participants who fail or refuse to attend the Time Limit Workshop.

Participants are to be offered the opportunity to have their time on aid reviewed for clock-stoppers or conditions that cause a month of aid to not be counted against the 60-month lifetime limit.

II. RESPONSIBILITY OF THE CONTRACTOR

A. CONTRACTOR shall obtain from CSS/DPSS when available, listings of the CalWORKs participants identified as being at risk of exhausting their 60-month lifetime limit for receiving cash assistance.

B. CONTRACTOR shall follow the Time Limit Workshop process as follows:

1. REVIEWING

- CONTRACTOR must ensure that the listing provided, identified by the corresponding GEARS file cabinet number, is reviewed by each Case Manager to determine the number of participants that need to be contacted.
- CONTRACTOR must provide to CSS a list of any participants whose case has been deregistered and is now inactive. CSS will forward the identified participants to Catholic Charities of Los Angeles (CCLA). CCLA will conduct Time Limit Workshops for all deregistered/inactive cases.

2. SCHEDULING

- CONTRACTOR shall request and maintain a supply of the metered Time Limit Invitational Postcards at each location, as available from CSS/DPSS, for scheduling TL workshops.
- CONTRACTOR shall copy and maintain a supply of the T91-23 "Language Blurb" to be included with the invitational postcards for all non-English/non-Spanish speaking participants. CONTRACTOR staff must protect participant confidentiality by ensuring that the T91-23 is folded and inserted in the postcard and the postcard is stapled shut.
- CONTRACTOR shall schedule monthly Time Limit Workshops for all listed participants at the CONTRACTOR'S designated sites.
- CONTRACTOR shall provide a Time Limit Workshop Schedule to CSS, prior to the beginning of each month, reflecting all workshops to be conducted by the CONTRACTOR during the month.
- CONTRACTOR must submit a Weekly Time Limit Exemption Review Request Report to CSS each Friday, for the workshops held during the report week.

3. OUTREACH

- CONTRACTOR must contact each listed participant by sending a TL Invitational Postcard, as available from CSS/DPSS, inviting participant attendance to the scheduled informational Time Limit Workshop. If postcards are not available, CONTRACTOR staff must outreach by

telephone to invite and encourage voluntary attendance to a scheduled workshop.

- To the extent possible, CONTRACTOR staff will make reminder telephone calls to participants invited to the workshops.
- CONTRACTOR must inform participant that they are entitled to complete the CalWORKs 60-Month Time Limit Review and Exemption Request and/or discuss program participation either immediately following a Time Limit Workshop or if more convenient for the participant, by scheduling an appointment.
- CONTRACTOR must maintain a supply of outreach materials at each location, as available from CSS/DPSS, for distribution to participants. The outreach materials include the "Time Is Running Out" flyer and the "Beat The Clock" goal plan. The outreach materials are translated and available in most threshold languages.

4. TIME LIMIT WORKSHOPS

- CONTRACTOR must have designated trained staff to conduct scheduled workshops according to the established workshop outline as provided in the Advance Administrative Directive entitled "Rapid GAIN Flow For CalWORKs Participants Approaching The 60 Month Lifetime Limit," dated 07/02/02.
- CONTRACTOR shall conduct the workshops as needed for the listed participants, in the participant's primary designated language, at a location close to the participant's residence.
- CONTRACTOR shall coordinate with CSS/DPSS approved entities to provide specific presentations during the Time Limit Workshops. For example: The Los Angeles County Child Support Services Department (CSSD) and/or Specialized Supportive Services providers may be included to offer information to participants during the workshops.
- CONTRACTOR staff shall encourage participants with an open/active case, to meet with their designated Case Manager immediately following the Time Limit Workshop.

5. REQUEST FOR TIME LIMIT REVIEW

- CONTRACTOR must ensure that Case Managers are available to meet with their assigned participants immediately following the Time Limit Workshops, to the extent possible.
- CONTRACTOR shall accept and contact participants referred by CCLA within 24 hours of the Time Limit Workshop, to schedule an appointment for the participant to meet with a Case Manager.
- CONTRACTOR must ensure that Case Managers complete the "60-Month Time Limit Evaluation" to assess the participant's individual circumstances, and review the participant's past and current RITE program participation in order to determine the most appropriate services.
- CONTRACTOR must administer the evaluation, complete the "CalWORKs 60-Month Time Limit Review and Exemption Request," and assign activities according to the procedures outlined in the Advance Administrative Directive entitled "Rapid GAIN Flow For CalWORKs Participants Approaching The 60 Month Lifetime Limit," dated 07/02/02, and the previously established procedures for RITE program Case Managers to process Exemption requests.

- C. CONTRACTOR must ensure that Case Manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**

III. METHOD OF COMPENSATION

- A. CONTRACTOR shall be reimbursed for conducting Time Limit Workshops for their current/active participants included on the list provided by CSS/DPSS, through case management billing.
- B. CONTRACTOR must maintain a record of all participants scheduled for a Time Limit Workshop, and all participants who attended a Time Limit Workshop. These records must be made available for CSS review, upon request.
- C. CONTRACTOR shall provide the date(s) of case management service on the monthly invoice spreadsheet.

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

VOCATIONAL ASSESSMENT

I. PROGRAM ACTIVITY

Vocational Assessment is provided for the purpose of determining the appropriate Welfare-to-Work activities for RITE participants, as well as screening to determine the need for support services.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. Upon the completion of Job Club activities or the completion of a Clinical Assessment, all eligible participants must be referred to Vocational Assessment before being assigned to any other component.
- B. A Vocational Assessment shall be scheduled and conducted within five (5) workdays of the last day of Job Club.
- C. Participants shall be assigned to Vocational Assessment when:
 - 1. Full-time, subsidized or unsubsidized employment is not found after Job Club; or
 - 2. A participant's SIP activity does not meet the 32/35 hour activity requirement; or
 - 3. A participant is employed part-time and requires referral to additional activities to meet the 32/35-hour requirement.
- D. Vocational Assessments shall be conducted by DPSS/GAIN approved professional assessors, or RITE program CONTRACTORS previously approved by DPSS/GAIN to conduct in-house Vocational Assessments.
- E. Vocational Assessors shall screen participants for the need for supportive services, including substance abuse, mental health and domestic violence services.

- F. **CONTRACTOR** must ensure that case manager(s) update all participant activity *daily* on the **GAIN Employment Activity Reporting System (GEARS)** and maintain a copy of all successfully updated screen printouts in the participant's record folder.

III. METHOD OF COMPENSATION

Reimbursement for Vocational Assessment will occur after completion of the assessment.

- A. The **COUNTY** will reimburse the **CONTRACTOR** on the basis of the fixed unit price of \$140.00 per participant.
- B. At the time of billing the **CONTRACTOR** must submit a copy of the completed cover sheet and results of the assessment including the participant's name, case number and date of completion.

Exhibit D.
Applicable Forms and Inserts

FUTURE PROGRAMS

Long-Term Family Self-Sufficiency Plan Family Assessment and Family Services Liaisons Program

The Long-Term Family Self-Sufficiency (LTFSS) Plan is a comprehensive five-year plan to help California Work Opportunity and Responsibility to Kids (CalWORKs) participants and other low-income families attain long-term self-sufficiency.

As part of the standard sequence of welfare-to-work activities, each CalWORKs participant would engage in a Family Inventory. This family inventory will be strength-based and will identify the family's human services needs, as well as the family's existing involvement with other County services, such as Probation or Department of Children and Family Services (DCFS).

The inventory should identify the family's strengths as they move towards self-sufficiency, as well as any needs that could be addressed through services available through the Long-Term Family Self-Sufficiency Plan or through other sources. Administration of the inventory will also identify whether families receiving CalWORKs are already involved with other public systems, such as DCFS or Probation, which will facilitate the integration of services to those families.

The Long-Term Family Self-Sufficiency Plan is designed to help families achieve positive outcomes in the five key areas adopted by the Board of Supervisors: Good Health, Safety and Survival, Economic Well-Being, Social and Emotional Being, and Education/Workforce Readiness.

As Long-Term Family Self-Sufficiency projects are implemented by the Department of Public Social Services (DPSS), RITE contractors should be prepared to implement the projects as instructed.

The Long-Term Family Self-Sufficiency Plan and information pertaining to the Plan can be reviewed at this DPSS web site:

<http://www.ladpss.org>

In addition, it is proposed that a Family Assessment and Family Services Liaisons Program for time-limited participants will be implemented at a future date by DPSS. At such time DPSS implements the program, RITE contractors should be prepared to implement the projects as instructed.

No shame.
No blame.
No names.

Newborns can be safely given up
 at any Los Angeles County
 hospital emergency room or fire station.



In Los Angeles County:
 1-877-BABY SAFE
 1-877-222-9723
www.babysafe-la.org



State of California
 Gray Davis, Governor

Health and Human Services Agency
 Geraldine Johnson, Secretary

Department of Social Services
 Rita Saenz, Director



Los Angeles County Board of Supervisors
 Gloria Molina, Supervisor, First District
 Yvonne Brathwaite Burke, Supervisor, Second District
 Zev Yaroslavsky, Supervisor, Third District
 Don Kato, Supervisor, Fourth District
 Michael D. Antonovich, Supervisor, Fifth District

This Initiative is also supported by First 5 LA and Baby LIFE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS CERTIFICATION
LOWER-TIER TRANSACTIONS

(BEFORE SIGNING, READ ALL INSTRUCTIONS ON THE FOLLOWING PAGES WHICH ARE PROVIDED FOR YOUR INFORMATION IN COMPLETING THIS CERTIFICATION. ONLY THE SIGNED CERTIFICATION FORM NEEDS TO BE RETURNED TO CSS.)

This certification is required by the regulations implementing Executive Order #12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, "Participants Responsibilities". The regulations were published as Part IV of the May 26, 1988 Federal Register (pgs. 19160-19211).

- (1.) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b.) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes on commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements or receiving stolen property;
 - (c.) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d.) Have not, within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2.) Where the primary principal is unable to certify any of the statements in this certification, such principal shall attach an explanation to this certification.

TYPE NAME

CONTRACT (REGISTRATION) NUMBER

TITLE

ORGANIZATION NAME

SIGNATURE

DATE

DEBARMENT CERTIFICATION INSTRUCTIONS

1. By signing and submitting this certification, the primary principal is providing the attached certification.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation of this covered transaction. The principal shall submit an explanation of why it cannot provide the attached certification. The certification or explanation will be considered in connection with the Job Training Partnership Division (JTPD) determination whether to enter into this transaction. However, failure of the primary principal to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of the fact upon which reliance was placed when the JTPD determined to enter into this transaction. If it is later determined that the primary principal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the JTPD may terminate this transaction for cause or default.
4. The primary principal shall provide immediate written notice to the JTPD at any time the primary principal learns its certification was an erroneous when submitted, or has become erroneous by reason of changed circumstance.
5. The **terms “covered transactions”, “debarred”, “suspended”, “ineligible”, “lower-tier transaction”, “participant”, “person”, “primary-covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order #12549.** You may contact your assigned monitor for assistance in obtaining a copy of those regulations.
6. The primary principal agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible o, or voluntarily excluded from participation in this covered transaction, unless authorized by the JTPD.
7. The primary principal further agrees by submitting this certification that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transaction”, provided by the JTPD without modification in all lower-tier covered transactions.

DEBARMENT CERTIFICATION INSTRUCTIONS (CONTINUED)

8. A principal in a covered transaction may relay upon a certification of a principal in lower-tier covered transactions that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A principal may decide the method and frequency by which it determined the eligibility of its principals. Each principal may, but it is not required to check the "List of Parties Excluded From Procurement or Non-Procurement Programs".
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render good faith the certification required by this clause. The knowledge and information of the principal is not required to exceed that which normally possessed by prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph # 6 of these instructions, if a principal in a covered transaction knowingly entered into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the JTPD/Department of Labor (DOL) may terminate this action for cause or for default.

NOTE:

Type the name and title of the responsible individual. The signature should be the same as the agreement/subgrant (contract) signatory.

Type the agreement/subgrant registration (contract) number, the organizational name and the date signed.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



RITE JOB READINESS & CAREER PLANNING SERVICES ACTIVITY REPORT

Agency _____

Participant Name _____

Case No. _____ Social Security No. _____ - _____ - _____

Participant employed _____ hrs/wk

Spouse employed _____ hrs/wk

Name of spouse _____

Participant must participate in Job Readiness & Career Planning Services for _____ hrs/wk.

Week 1: CAREER PLANNING & PREPARATION SEMINAR WITH ENHANCED APPRAISAL

ACTIVITY		In House Training Hours	Job Hours	Job Search	Holiday Hours	School	Absence	Participant Signature	Date
M									
T									
W									
TH									
F									

Total No. of Hours _____

Week 2: JOB CLUB

ACTIVITY		In House Training Hours	Job Hours	Job Search	Holiday Hours	School	Absence	Participant Signature	Date
M									
T									
W									
TH									
F									

Total No. of Hours _____

Week 3: JOB CLUB

ACTIVITY		In House Training Hours	Job Hours	Job Search	Holiday Hours	School	Absence	Participant Signature	Date
M									
T									
W									
TH									
F									

Total No. of Hours _____

Week 4: JOB CLUB

ACTIVITY		In House Training Hours	Job Hours	Job Search	Holiday Hours	School	Absence	Participant Signature	Date
M									
T									
W									
TH									
F									

Total No. of Hours _____

TOTAL NUMBER OF HOURS FOR ALL FOUR WEEKS _____

Participant completed Career Planning & Preparation Seminar With Enhanced Appraisal/Job Club but is not employed FT.

- ☐ Participant will be referred to Vocational Assessment.
☐ Participant agrees to participate in Voluntary Enhanced Motivation.
☐ Other _____

JOB SEARCH PARTICIPANT LOG

Refugee Immigrant Training & Employment (RITE) Program

Participant Name: _____ Agency Name/Location: _____

A. Date of Job Search	Hours	B. Company Information	C. Job Interview (if Applicable)	Additional Information
	From: _____ a.m./p.m. To: _____ a.m./p.m. Total # of Hours: _____	Company Name: _____ Address: _____ Phone Number: _____ Contact Person: _____	Interview Date: _____ Interview Time: _____ Interviewing with: _____	Submitted Application <input type="checkbox"/> Submitted Resume <input type="checkbox"/> Interviewed <input type="checkbox"/> Other: _____
	From: _____ a.m./p.m. To: _____ a.m./p.m. Total # of Hours: _____	Company Name: _____ Address: _____ Phone Number: _____ Contact Person: _____	Interview Date: _____ Interview Time: _____ Interviewing with: _____	Submitted Application <input type="checkbox"/> Submitted Resume <input type="checkbox"/> Interviewed <input type="checkbox"/> Other: _____
	From: _____ a.m./p.m. To: _____ a.m./p.m. Total # of Hours: _____	Company Name: _____ Address: _____ Phone Number: _____ Contact Person: _____	Interview Date: _____ Interview Time: _____ Interviewing with: _____	Submitted Application <input type="checkbox"/> Submitted Resume <input type="checkbox"/> Interviewed <input type="checkbox"/> Other: _____
	From: _____ a.m./p.m. To: _____ a.m./p.m. Total # of Hours: _____	Company Name: _____ Address: _____ Phone Number: _____ Contact Person: _____	Interview Date: _____ Interview Time: _____ Interviewing with: _____	Submitted Application <input type="checkbox"/> Submitted Resume <input type="checkbox"/> Interviewed <input type="checkbox"/> Other: _____

VERIFICATION OF EMPLOYMENT CONTACT LETTER

Participant's Name: _____ GAIN Region _____
 Address _____ Address _____
 City: _____ City: _____

Case No. _____

Congratulations and best wishes for your continued success with your employment. In order to update our records, we need you to provide information related to your employment. You may ask your employer to complete the attached Verification of Employment form, or obtain the information from your employer. The information should be obtained **on company letterhead** and include the following information:

1. Date you were hired
2. Date you started working
3. Number of hours you will be working per week
4. Hourly wage
5. Whether employment is temporary or permanent. If temporary, how long will the job last
6. Your job title
7. The name, title, address, and telephone number of the person providing the information
8. Whether your employer provides health benefits
9. Whether your employer provides training and/or promotional opportunities

Self-employed individuals have the option of submitting a profit and loss statement, tax statements, and/or a letter from clients with the aforementioned information.

Please send in employment information by _____. If you do not provide employment verification documentation by this date, you may be referred to participate in a GAIN activity.

Please attach a copy of your last pay stub, if available, and return the bottom portion of this letter with your Verification of Employment form to your GAIN Services Worker.

If you have any questions, please call me at: () _____

GAIN Services Worker: _____

File No. _____

Date / /

RELEASE OF INFORMATION

I, _____, authorize the Los Angeles County Department of Public Social Services to contact my employer, _____, if clarification or additional information is needed regarding my employment.

Participant's Signature

Home Phone # () _____

Date

VERIFICATION OF EMPLOYMENT

Release of Information

I, _____, authorize my employer, _____, to provide requested employment information.

Employee Signature

Date

The following portion must be completed by the employer:

Name of employee: _____ SSN: _____

Job Title: _____

Hire Date: _____ First Day of Employment: _____

Number of Hours Worked Per Week: _____ Work Hours: From _____ am/pm to _____ am/pm

Work Days: Sun. _____ Mon. _____ Tues. _____ Wed. _____ Thurs. _____ Fri. _____ Sat. _____
(Please indicate the days the employee works.)

Pay Rate: \$ _____ ☐ Hourly ☐ Weekly ☐ Monthly

Commission Rate: \$ _____

Is Employment: ☐ Subsidized ☐ Unsubsidized

Is this Job:

Permanent	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Temporary	<input type="checkbox"/> Yes	<input type="checkbox"/> No
On-the-Job training (OJT)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Volunteer	<input type="checkbox"/> Yes	<input type="checkbox"/> No

End Date: _____

Does Your Company Offer:

Health Benefits	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Skills Training	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Promotional Opportunities	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Company Representative Completing This Form:

Name: _____ Title: _____

Name of Company: _____

Street Address: _____

City: _____ Zip Code _____

Telephone Number: () _____

Signature _____ Date _____



RITE Self-Sufficiency Wage Determination

I.

Participant Name: _____

Date: _____

Number in Family _____ (only count the aided adults/parent(s) and children)

Minimum self-sufficiency monthly wages for this family \$ _____
(Please refer to RITE Contract, Exhibit C, *Employment*, Page 2, Table 1.)

II.

\$ _____ Hourly Rate

X _____ Multiply by the number of hours (average) worked per week.
(Please refer to number of hours according to the pay stub)

= _____ Total Weekly Earnings (**Gross vs. Net?**)

X 52 Multiply by 52 (52 Weeks per year)

= _____ Total Yearly Income

-- 12 Divide by 12 (12 months each year)

= _____ Average Monthly Income

III.

Does the average monthly income meet the self-sufficiency standards? ____Y ____N
(If yes, your agency may bill for a self-sufficiency placement. If no, your agency may not bill for a self-sufficiency placement.)

IV.

Case Manager Signature: _____

**COMMUNITY AND SENIOR SERVICES
REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT (RITE) PROGRAM
MONTHLY MANAGEMENT REPORT**

REPORT MONTH: _____

1. Narrative of any changes/concerns/recommendations in staff, site(s), participant/session scheduling, systems improvements and other processes:
2. Participant success stories (minimum two):
3. Other ad hoc statistical reports (upon DPSS' request):
4. Number of RITE participants referred for compliance processing during report month:
5. Number of RITE participants referred to DPSS for financial sanctions during report month:
6. Number of RITE participants sanctioned during report month (verified with DPSS that recommended sanction has been imposed):
7. Number of RITE participants for whom case management fee was billed for during report month:



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
CalWORKs REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT PROGRAM (RITE)
FY 04-05 FIXED UNIT PRICE INVOICE, PAGE 1 OF 2

AGENCY: _____

CONTRACT NO.: _____

CONTRACT PERIOD: _____

INVOICE PERIOD: _____

July 01, 2004 to September 30, 2004

July 2004

CSS USE ONLY

CSS ANALYST _____

DATE _____

FISCAL _____

DATE _____

(I) ACTIVITY/COMPONENT	(II) CONTRACT BUDGET SUMMARY	(III) BILLING FOR CURRENT MONTH ONLY			(IV) TOTALS BILLINGS TO DATE			(V) CUMULATIVE PAYMENTS TO DATE		
		UNIT PRICE	NO. OF UNITS	PAYMENT DUE	UNIT PRICE	NO. OF UNITS	TOTAL DUE	UNIT PRICE	NO. OF UNITS	TOTAL PAYMENTS
1. Job Readiness & Career Planning Services Full-Time)	\$300/person	\$300	0	\$0	\$300	0	\$0	\$300	0	\$0
2. (Flex) Job Readiness & Career Planning	\$75/person	\$75	0	\$0	\$75	0	\$0	\$75	0	\$0
3. Vocational Assessment	\$140/person	\$140	0	\$0	\$140	0	\$0	\$140	0	\$0
4. Career Assessment/Community Service Assessment	\$140/person	\$140	0	\$0	\$140	0	\$0	\$140	0	\$0
5. Clinical Assessment	\$25/person	\$25	0	\$0	\$25	0	\$0	\$25	0	\$0
6. Case Management	\$42/person	\$42	0	\$0	\$42	0	\$0	\$42	0	\$0
7. Manual Issuance For Supportive Services	\$42 max./person									
	Ancillary/Work- Related Expense	\$58 max./person								
TOTALS, Page 1 Lines 1 to 7)				\$0			\$0			\$0

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract.
I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and that such funds have been held in a reserve fund or
transmitted to local, state or federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the
claims made and support documents represented.

Signature: _____

Date: _____

Title: _____

Phone: _____



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
CalWORKs REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT PROGRAM (RITE)
FY 04-05 FIXED UNIT PRICE INVOICE, PAGE 2 OF 2

AGENCY: _____

INVOICE PERIOD: July 2004

(I) ACTIVITY/COMPONENT	(II) CONTRACT BUDGET SUMMARY UNIT PRICE	(III) BILLING FOR CURRENT MONTH ONLY			(IV) TOTAL BILLINGS TO DATE			(V) CUMULATIVE PAYMENTS TO DATE		
		UNIT PRICE	NO. OF UNITS	PAYMENT I	UNIT PRICE	NO. OF UNITS	TOTAL DUE	UNIT PRICE	NO. OF UNITS	TOTAL PAYMENTS
Employment Placement Prior to Orientation										
8. Part-Time Employment (20 hpw)	\$50/person	\$50	0	\$0	\$50	0	\$0	\$50	0	\$0
9. Full-Time Employment (32/35 hpw)	\$100/person	\$100	0	\$0	\$100	0	\$0	\$100	0	\$0
Employment Placement After Orientation										
10. Part-Time Employment (20 hpw at \$125 per week)	\$250/person	\$250	0	\$0	\$250	0	\$0	\$250	0	\$0
11. Full-Time Employment (32/35 hpw at \$200 per week)	\$500/person	\$500	0	\$0	\$500	0	\$0	\$500	0	\$0
12. Part-Time to Full-Time Employment Upgrade	\$250/person	\$250	0	\$0	\$250	0	\$0	\$250	0	\$0
13. Directly placed or upgraded into Part-Time or Full-Time Self-Sufficiency Employment	\$500/person	\$500	0	\$0	\$500	0	\$0	\$500	0	\$0
TOTALS, Page 2 (Lines 8 to 13)				\$0			\$0			\$0
TOTALS (Pages 1+2)				\$0			\$0			\$0

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract.
I also certify that all required payroll tax and income tax monies have withheld from wages of persons employed by this organization to this date, and that such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. *I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.*

Signature: _____ Date: _____ Title: _____ Phone: _____



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
CalWORKs REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT PROGRAM (RITE)
FY 04-05 REQUEST FOR CASH INVOICE

AGENCY: _____

ADDRESS: _____

CITY _____

ZIP _____

CONTRACT NO.: _____

CONTRACT PERIOD: _____

July 01, 2004 to September 30, 2004

INVOICE PERIOD: _____

July 2004

CSS USE ONLY	
Reviewed By: _____	Date: _____
Approved By: _____	Date: _____
Amount Paid: _____	
Enc. # _____	

PROGRAM TITLE	(I) Contract Budget Summary	(II) Cumulative Payments To Date	(III) Total Billings To Date	(IV) Cash Requested for Current Month (Col. III minus II)
RITE Program	\$0	\$0	\$0	\$0

CERTIFICATION:

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract. I also certify that all required payroll tax and income tax monies have withheld from wages of persons employed by this organization to this date, and that such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. *I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.*

Contact: Hortensia Prihoda, Program Accounting

Phone: (213) 738-2662

Fax: (213) 738-6430

Signature: _____

Title: _____



FISCAL YEAR 2004/2005 RITE PAYMENT SCHEDULE (EXHIBIT E)

ACTIVITY	FIXED UNIT PRICE	BILLING DUE	DOCUMENTATION REQUIRED
Job Readiness & Career Planning Services	\$300 per participant	At verified completion of Job Readiness & Career Planning Services, or when participant secures full-time employment while participating in this activity	Job Readiness & Career Planning Activity Report Log, and/or Job Search Participant Log
Flexible Job Readiness & Career Planning Services	\$75 per participant	At verified completion of required hours or when participant secures full-time employment	Job Readiness & Career Planning Activity Report Log, and/or Job Search Participant Log
Vocational Assessment	\$140 per participant	At verified completion of assessment	Completed assessment, showing participant name, recommended activity, date of completion, and signature of assessor as proof of assessment disclosure to participant.
Career Assessment/Community Service Assessment	\$140 per participant	At verified completion of assessment	Completed assessment, showing participant name, recommended activity, date of completion, and signature of assessor as proof of assessment disclosure to participant.
Clinical Assessment (MH/SA) and Domestic Violence Referral	\$25 per participant	At verified completion of assessment	Completed Clinical Assessment Provider Referral Form (GN 6006A) for MH/SA and/or completed Referral Form (GN 6006B) for DV
Case Management	\$42 per participant	Ongoing, due at the end of each month	Database printout with participant's name, case number and type of activity in which participant is currently enrolled.
Supportive Services Expense Payments for Manual Issuances	\$58 maximum per participant for Ancillary/Work-Related Expenses.	Due at the end of each month	Copy of the receipt of ancillary/work-related purchase
	\$42 maximum per participant for Transportation Expenses.	Due at the end of each month	Copy of the receipt of bus pass purchase or copy of the log for token/pass/mileage disbursements



**FISCAL YEAR 2004/2005
EXHIBIT B
COUNTY OF LOS ANGELES
REFUGEE IMMIGRANT TRAINING
AND EMPLOYMENT (RITE) PROGRAM
PROGRAM REQUIREMENTS**

CENTRAL INTAKE UNIT (CIU)

I. PROJECT ACTIVITIES

CONTRACTOR shall provide Orientation processing of GAIN referred participants and related case management services to all non-English/non-Spanish speaking persons receiving CalWORKs cash assistance from the Department of Public Social Services. Case management includes Compliance case management which applies to participants who are not enrolled in RITE program activities as a result of failing to attend a RITE program Orientation in accordance with FEDERAL, STATE and COUNTY policy, laws and regulations.

II. TIME OF PERFORMANCE

Said services of CONTRACTOR are to commence as of July 1, 2004 with all activities identified in this Contract to be completed no later than September 30, 2004. All final invoices must be submitted by October 15, 2004, unless terminated earlier as hereinafter provided.

III. PROJECT REQUIREMENTS

A. CONTRACTOR shall provide qualified, culturally aware, bilingual competent employees able to implement current CSS/DPSS policy and procedure to address the participants' barriers and facilitate job placement and retention so participants can become self-sufficient.

B. CONTRACTOR will have a staff member of the appropriate level (Program Manager or higher) attend all monthly Contractor meetings.

C. To the extent possible, CONTRACTOR shall maintain a staffing pattern with designated, dedicated personnel for each program. CONTRACTOR shall not have personnel functioning in dual program assignments.

D. CONTRACTOR will have all appropriate staff members attached to the project attend Program Training sessions. All program trainings are mandatory unless otherwise noted at the time of the training announcement.

E. CONTRACTOR shall ensure that all program staff possess experience and/or qualifications commensurate with those of employees of DPSS/GAIN in equal positions. CONTRACTOR shall submit a complete listing of all RITE program staff to COUNTY at the commencement of this Contract and shall notify COUNTY immediately of any additions, deletions or personnel changes attached to the project.

F. CONTRACTOR will maintain a current L.A. GAIN Program Handbook with current updates at each service site, and make such handbook available to all staff during all hours of operation.

G. CONTRACTOR will maintain current and complete RITE Alert and Bulletin files, and ensure that all information is disseminated to all staff attached to the project.

H. CONTRACTOR shall submit a RITE program organizational chart, and include the phone numbers and e-mail address of each staff to the COUNTY at the commencement of this Contract. CONTRACTOR shall notify COUNTY immediately of any additions, deletions or personnel changes attached to the project. Changes in management, or layoffs in staff of two or more personnel, must be reported to the COUNTY within ten (10) working days.

I. CONTRACTOR will maintain a database of all client activity in the form and content specified by the COUNTY. Such database and/or any information contained therein shall be provided to the COUNTY upon request. This does not supersede the need to utilize the GEARS system as required by DPSS.

J. CONTRACTOR shall ensure the confidentiality of all participants' case files and records. All such files and records shall be maintained in a secured, locked location. Access to such files and records shall be limited to staff members who deal directly with the participant, Program Administrators, and FEDERAL, STATE and COUNTY representatives as specified in this Contract for the purposes of program monitoring.

K. CONTRACTOR shall comply with Section 10850 of the State Welfare and Institution Code and Chapter 19-000 of the State DSS Manual of Policies and Procedures to assure that:

1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institution Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not

directly connected with administration of such public social services.

2. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.

CONTRACTOR shall inform all of its employees, agents, subcontractors, or partners of the above provision and that anyone knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.

L. CONTRACTOR shall comply with the following Federal Department of Health and Human Services (HHS) regulations applying to the provision of employment and training services to Refugees.

1. 45 CFR Part 441, Subparts E and F, Services: Requirements and Limits Applicable to Specific Services - Abortions and Sterilizations.
2. 45 CFR Part 16, Department Grant Appeals Process.
3. 45 CFR Part 74, Administration of Grants.
4. 45 CFR, Informal Grant Appeals Procedures.
5. 45 CFR Part 75, Appendix G - 14f: Wages and Hours - Contracts in excess of \$2,500 which employ refugees as mechanics or laborers.

CONTRACTOR agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. Code, 327-330), as supplemented by 29 CFR, Part 5. This requires that the contractor shall complete wages on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard shall be compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

6. 45 CFR Part 75, Appendix G - 14g: Copyright Access. The COUNTY, the SDSS and U.S. DHHS shall have a royalty free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this Contract including those covered by copyright.
7. 45 CFR Part 75, Appendix G - 14i: Contracts exceeding \$100,000 must comply with the Clean Air Act (42 U.S. Code

1875 (A), Section 508 of the Clean Water Act) (33 U.S. Code 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, 40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures that:

- a. No facility shall be utilized in the performance of the proposed program, which is on the EPA list of Violating Facilities;
 - b. It will notify the COUNTY prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant, is under consideration to be listed on the EPA List of Violating Facilities;
 - c. It will notify the COUNTY and the U.S. EPA about any known violation of the above laws and regulations; and
 - d. It will include substantially this assurance, including this Part d, in every non-exempt subgrant, Contract, or subcontractor.
8. 45 CFR Part 75, Appendix G - 14j: CONTRACTORS must recognize the mandatory standards of the State Energy Conservation Plan (Title 23, California Administrative Code), as required by the U.S. Energy Policy and Conservation Act (P.M. 94-165).
9. 45 CFR Part 95, Subpart E General Administration - Grant Program (Public Assistance and Medical Assistance) Code Allocation Plans.

M. CONTRACTOR shall ensure adequate access to services by working participants by maintaining flexible service hours to include a minimum of two evenings or one evening and one weekend day each week. An alternative plan for providing accessible services may be submitted to the COUNTY for approval.

N. CONTRACTOR shall provide a safe working and/or training environment for program participants and its employees, and to take all necessary actions to accomplish this objective.

O. CONTRACTOR shall submit to COUNTY a schedule of operating hours for each service site, and update such submissions as hours of operations change.

P. CONTRACTOR shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651, Et seq.) and the California Occupational Health and Safety Act, as

amended (California Labor Code section 6300 et seq.) *and shall certify that all participant job placements are made in sites which comply with such sections.*

Q. In such occurrence that case management services are not available in the participant's primary language at a contracted site, it is the responsibility of the CONTRACTOR to participate in a mutual exchange of Case Managers either on an inter- or intra-agency basis, whereby the CONTRACTOR shall locate and designate a Case Manager fluent in the participant's primary language either from another site within the agency or from another COUNTY contracted RITE service provider. This floating arrangement of case management services shall be incorporated in all CONTRACTOR sites to ensure that RITE/GAIN services are deliverable to all participants referred to CONTRACTOR throughout the County of Los Angeles, based on CONTRACTOR designated languages.

IV. PAYMENT CONTINGENCY

Payments by the COUNTY during the Contract period are conditioned by (1) the availability of CalWORKs funds; and (2) by the CONTRACTOR meeting performance goals and requirements as set forth in this Contract. Satisfaction of these conditions shall be as determined by the COUNTY Project Director at his/her sole discretion. Should inadequate funds be available for payment, this Contract will be null and void. CONTRACTOR shall have no recourse against the COUNTY of Los Angeles for unpaid invoices as a result of inadequate CalWORKs program funds.

V. METHOD OF COMPENSATION

COUNTY reserves the right to withhold payment to CONTRACTOR if a participant has not been assigned to an appropriate component/activity in a timely manner. At this time, a participant may not remain unassigned to a component/activity for more than thirty (30) days.

CONTRACTOR shall submit a Request for Cash Invoice to CSS on or before the 15th day of the month following the month services were performed and which are the subject of such invoice. The monthly invoice submitted must reflect a complete month of services performed. The CONTRACTOR shall attach a copy of the agency's General Ledger to the required invoice documents when submitting the monthly invoice. Payments shall be made only after receipt, review and approval of invoices by COUNTY Project Director, or his designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month not to exceed 1/12th of the total contract amount. The COUNTY Project Director, or his designee, shall reserve the right to waive the 1/12th restriction for allowable expenses incurred in a given calendar month. Said invoices shall indicate total monthly costs and shall be itemized in detail. In reviewing invoices, each pay point will be reconciled with GEARS system data

and supporting documentation. The COUNTY Project Director, or his designee, may approve or disallow any or all of the charges on the invoice. The COUNTY Project Director, or his designee, shall give a written explanation of disallowed charges to CONTRACTOR within 30 days of receipt of an invoice. CONTRACTOR may submit further written explanation of disallowed charges within 10 days of the date of notice of disallowance from the COUNTY Project Director, or his designee. The COUNTY Project Director, or his designee, may review such further explanation and, at his or her sole discretion, may reconsider such disallowance.

VI. REQUEST FOR FINAL PAYMENT

The COUNTY reserves the right to withhold 15% of the total Contract amount or the final request(s) for payment, whichever is greater, until all conditions of said Contract are met to the satisfaction of the Project Director. In the event of allegations of fraud and abuse, the COUNTY reserves the right to withhold fifteen percent (15%) of the total Contract amount or the amount of the final request(s) for payment, whichever is the greater, until a determination is issued in writing by the COUNTY Project Director that withheld funds should be released to the CONTRACTOR.

VII. AUDIT RIGHTS AND REQUIREMENTS

The CONTRACTOR shall establish and maintain a separate financial system for all support services funds granted participants for transportation or other training or work related expenses as they may apply. The actual participant name, case number, amount, time period and purpose for funds must be identified, properly justified and submitted to COUNTY with any request for reimbursement.

VIII. REPORTS AND RECORDS

A. In the case of project participants receiving public assistance, CONTRACTOR shall not release participant's personal and/or welfare-related data to any person or agency, other than the COUNTY/DPSS (or its designees).

B. CONTRACTOR shall develop reports as may be required by the COUNTY concerning its activities as they affect the contract duties and purposes contained herein, including any other ad hoc statistical reports as requested by the COUNTY and by the due date established by the COUNTY.

C. COUNTY shall review, evaluate, and track reports and records for accuracy and timeliness of completion and submission, and use the results of such tracking when reviewing CONTRACTOR'S overall performance for purposes of assigning new participants or additional funding.

COUNTY shall review, evaluate and track the content of reports and records for CONTRACTOR'S compliance with program regulations, timeliness of participant flow through the system, quantity and quality of job placements, and follow-up with participants through case management activity. COUNTY shall consider the results of such tracking when reviewing CONTRACTOR'S overall performance for purposes of assigning new participants or additional funding.

IX. JOINT FUNDING

For CONTRACTORS who receive funds in addition to CalWORKs/RITE funds, CONTRACTOR shall provide a Cost Allocation (CAP) at the time of Contract submission, as well as provide a written update following the receipt of additional funding and an updated Cost Allocation Plan (CAP) if appropriate.

X. CONDUCT OF PROJECT

A. CONTRACTOR shall abide by all terms and conditions imposed and required by the Subgrant Agreement between the COUNTY and DPSS and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by DPSS and/or the State. In the event new or revised legislation requires changes to the Memorandum of Understanding (MOU) between the CSS and DPSS, such changes shall be applicable to and incorporated within this Contract by this reference.

B. CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by COUNTY, operate this Project and be responsible for complying with performance standards set forth in the Contract and shall be responsible for internal monitoring of the activities encompassed by this Contract. Measured performance below goals and standards or failure of CONTRACTOR to fully implement the activities as described in the Contract shall constitute noncompliance with the terms of this Contract and may be the cause for immediate termination.

C. In the event that applicable provisions of the Subgrant Agreement, the conditions governing the CalWORKs/RITE grant, the CalWORKs/RITE regulations or CalWORKs/RITE guidelines are amended at any time subsequent to the making of this Contract, COUNTY shall notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY in writing that it cannot comply with such amendments in which case this Contract may be terminated in accordance with FEDERAL, STATE and local law and regulations, and this Contract. Termination of the Contract under this provision shall terminate the obligations of CONTRACTOR to perform services set forth in this Contract.

D. CONTRACTOR agrees to comply with all compliance referral and sanction requirements/procedures applicable to recipients of RITE, CalWORKs, Los Angeles COUNTY GAIN, and Temporary Assistance to Needy Families (TANF).

E. CONTRACTOR agrees to adhere to the following Federal cost compliance standards:

1. For Public Agencies:
 - OMB Circulars A-87; A-102 and A-128
2. For Colleges and Universities:
 - OMB Circular A-21, as amended;
3. For other Non-Profit Agencies:
 - OMB Circular A-110, A-122 and A-133
4. For Profit Organizations
 - 41-CFR Section 1-15.2 and appropriate Statement of Auditing Standards (SAS) for Compliance Auditing Applicable to Government Entities and other Recipients of Government Financial Assistance.

F. CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986.

G. CONTRACTOR shall obtain from all its employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law.

H. CONTRACTOR shall comply with all FEDERAL, STATE and local laws, regulations, guidelines, procedures, and standards as they pertain to the performance of this Contract.

I. CONTRACTOR shall obtain and maintain all computer equipment necessary to transmit Management Information System (MIS) participant

data electronically to COUNTY. Any costs associated with this requirement are the sole responsibility of the CONTRACTOR.

J. CONTRACTOR shall submit requests for GAIN Employment Activity Reporting System (GEARS) equipment to COUNTY as needed based on the Case Manager to client ratio, and update all participant activities on the GAIN Employment Activity Reporting System (GEARS) as required by program standards and bulletins, for the duration of this Contract. CONTRACTOR will be responsible for all expenses, such as rewiring and telephone circuit re-routing, for the relocation of GEARS equipment if the relocation is not required by COUNTY. In addition, CONTRACTOR must have staff properly trained in MIS and GEARS functions to perform all MIS and GEARS data-entry activities required by this program.

K. CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

XI. PROJECT EVALUATION AND REVIEW

CONTRACTOR shall allow authorized COUNTY, State (including the Auditor-General) and Federal representatives to evaluate, inspect and monitor its facilities and project operations, including the interview of CONTRACTOR'S staff and program participants during regular business hours.

The COUNTY reserves the right to modify the project and/or this Contract based upon the results of any evaluation or review. In addition, the COUNTY may use the results of any evaluation or review in future contracting decisions. The evaluation shall include, but is not limited to, Contract compliance, effectiveness of planning, responsiveness to requests for documentation and reports, and achievement of goals, results and/or participant outcomes.

If a corrective action plan is requested and approved by the COUNTY Project Director, such plan shall be undertaken by the CONTRACTOR, and CONTRACTOR shall notify COUNTY of the results achieved under the plan by the date specified by the COUNTY. The COUNTY reserves the right to inspect program files and other documents and to interview staff and program participants to verify said results. If modification of goals or performance standards is deemed necessary and approved by COUNTY, CONTRACTOR shall undertake such modifications and notify the COUNTY of the results achieved under such modification by the date specified by the COUNTY. COUNTY Project Director reserves the right to take any action he/she deems appropriate in the event the CONTRACTOR fails to achieve such performance standards, including termination of this Contract.

XII. PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses, permits and certifications for the performance of services outlined in this Contract.

XIII. PUBLIC STATEMENTS

CONTRACTOR shall not use the RITE name on materials intended for use outside of the scope of program activities identified in this Contract without prior written approval from the COUNTY. If such approval is granted, the CONTRACTOR shall indicate in any press release, printed program materials, or statement to the public related to the program, that it is funded by the County of Los Angeles Board of Supervisors from funds made available from CalWORKs/RITE funds.

XIV. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT

The COUNTY'S Project Director may grant modifications to this Contract upon written request of the CONTRACTOR without prejudice to COUNTY's rights. The form and manner shall be specified by the COUNTY. The following guidelines limit the Director's authority to grant such modifications. All modifications exceeding these guidelines must be handled as amendments, which require the formal approval of the Board of Supervisors.

A. Budget Amendment. Any increase in the total Contract funding must be made by Contract amendment and be approved by the Board of Supervisors. A decrease in total Contract amount, if requested in writing by CONTRACTOR and determined to be in the best interest of the COUNTY by CSS, need not be approved by the Board of Supervisors.

B. Time Modification. The CONTRACTOR may request modifications of program deadlines when such modifications are specifically requested in writing by CONTRACTOR prior to the expenditure being made; and those modifications will not change the project goals or scope of services, are in the best interest of the COUNTY and CONTRACTOR in performing the scope of services under this Contract; and do not alter the amount of compensation under this Contract.

C. Use of Certain Non-COUNTY Funds. A review of the Contractor's expenditures and commitments to utilize any non-COUNTY funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by the Project Director, shall be conducted by the COUNTY and Contractor midway through each fiscal/calendar year during the term of this Agreement, midway through the applicable time limitation period for such non-COUNTY funds if such

If the Project Director, in his/her sole judgement, determines from such review that there will be any non-expenditure of such non-COUNTY funds, then CSS, to the extent authorized by the County Board of Supervisors, shall reduce the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditure, or CSS shall recommend to the County Board of Supervisors a reduction in the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditures. If CSS determines to reduce or recommend a reduction in the Maximum Contract Amount for such fiscal/calendar year, then the COUNTY Project Director shall notify the Contractor in writing and shall provide the Contractor with the revised Maximum Contract Amount for such fiscal year/calendar year. Any reduction in the Maximum Contract Amount for the applicable fiscal/calendar year shall be effected by an amendment to this Agreement pursuant to Paragraph A which shall set forth the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal/calendar year. Notwithstanding any other provision of this Agreement, the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal year/calendar year shall entirely supersede the then existing Maximum Contract Amount and Exhibit(s) as of the date determined by the COUNTY Project Director or the County Board of Supervisors and set forth in the amendment.

[illegible]

XV. NOTICES Notices shall be sent to the CONTRACTOR addressed as follows:

(Contact Person & Phone)

(Agency Name)

(Address)

Notices and reports shall be sent to the COUNTY as follows:

**Department of Community and Senior Services
Office of Refugee Assistance
3175 West 6th Street
Los Angeles, CA 90020**

Monthly financial invoice reports shall be sent to the COUNTY as follows:

**Department of Community and Senior Services
Office of Refugee Assistance
3175 West 6th Street.
Los Angeles, CA 90020
Attention: Adine Forman**

XVI. NON-APPROPRIATION

All funds for payment of services rendered after September 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

XVII. PROGRAM INCOME

For the public, private for profit or private nonprofit CONTRACTOR, all revenues in excess of costs for each program (which have been properly earned) are to be treated as Program Income. Accordingly, these funds may be retained by the CONTRACTOR to underwrite additional training or training related services for COUNTY sponsored employment training programs consistent with the purposes of the RITE Program. The CONTRACTOR shall be responsible for tracking all contract revenues and expenditures for each program, including submittal of the following:

- A. An Income Statement Report on contract revenues versus expenditures, which must be submitted to CSS with the contract close-out report on or before June 15th following the end of the CONTRACT term. The purpose of this report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
- B. A Plan for Disposition of Program Income must be submitted by the CONTRACTOR to the COUNTY within thirty (30) days after the Income Statement Report is due. Program Income must be spent on items above and beyond those items identified in the cost allocation plan. This plan will be reviewed by the COUNTY for final approval.
- C. Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the CONTRACTOR must submit a Final Report on Disposition to the COUNTY.
- D. If the Final Report on Disposition is not submitted on the scheduled date, the COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

XVIII. REVENUE DISCLOSURE

- A. By execution of this CONTRACT and unless waived in writing by the COUNTY Project Director, CONTRACTOR certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by CONTRACTOR from all FEDERAL, STATE, CITY, or COUNTY sources, or other governmental agencies, and applies, or expected to be applied, to offset in whole or in part of any of the costs incurred by the CONTRACTOR in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the CONTRACT. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
- B. During the term of this CONTRACT, the CONTRACTOR shall prepare and file a statement with CSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the CONTRACTOR'S original revenue disclosure statement. The CONTRACTOR shall file such additional statement within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The COUNTY shall not pay the CONTRACTOR for any services provided by the CONTRACTOR that are for purposes other than the Refugee program or for services which are funded by other sources.

XIX. ADJUSTMENT OF CONTRACT FUNDING LEVEL

The COUNTY Project Director may adjust the funding amount of this Contract upward or downward by 15% based on CONTRACTOR performance and/or utilization of funds. This funding level adjustment authority is granted to CSS by the Board of Supervisors to ensure the full utilization of any funds that if unused could revert to DPSS.

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IN WITNESS WHEREOF, the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Chair of the Board of Supervisors, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By _____ Date _____
CYNTHIA D. BANKS, Chief Deputy
Community & Senior Services

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____ Date _____
Deputy County Counsel

CONTRACTOR

Contractor's Name (Print) Date

By _____ Date _____
Authorized Signature

(Print or Type Name) Title

FISCAL YEAR 2004/2005

REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

CASE MANAGEMENT SERVICES

I. PROGRAM ACTIVITY

Case Management services are provided to all non-English/non-Spanish speaking persons receiving CalWORKs cash assistance from the County Department of Public Social Services (DPSS) who are not enrolled in Refugee Immigrant Training & Employment (RITE) Program services, including compliance processing for participants who failed to attend RITE orientation.

II. RESPONSIBILITY OF CONTRACTOR

The Contractor will provide ongoing Case Management services to participants not enrolled in RITE program activities.

- Compliance Case Management services will assist participants in successfully beginning their participation in RITE services. Compliance Case Management activities include, but are not limited to, the following:
 - A. CONTRACTOR shall identify, process and transfer from the RITE service provider case manager's file cabinets to the Central Intake Unit, via GEARS, all participants who failed to attend the scheduled RITE program Orientation.
 - B. Initiate compliance process, as outlined in the L.A. GAIN Handbook, Chapter 1300, and Administrative Directive No. 3935, as necessary for participants who fail to attend a RITE Program Orientation.
 - C. CONTRACTOR shall refer all RITE participants who have failed to comply with GAIN Program requirements to the DPSS liaison for compliance notification via the Multiple Message Fax Memo form. The participant is scheduled an appointment to meet with the Case Manager for a compliance interview to review good cause criteria.
 - D. Establish a case participant record folder for each participant at the point of compliance and maintain the case record folder until the

participant is enrolled with a RITE Provider.

- E. At the request of a participant, Contractor shall determine if a participant meets the criteria for exemption and if the criteria are met, make a recommendation for exemption to DPSS with appropriate back up information. Report results of exemption determination and DPSS decision to participant.
 - F. Contractor shall continue Case Management services for participants failing to attend a RITE Orientation until he/she is enrolled in RITE services or off of aid.
 - G. **CONTRACTOR must update all participant activity *daily* on the GAIN Employment Activity Reporting System (GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.**
- Case Management Services will include the tracking and processing of RITE program participant cases that are pending orientation or referral to RITE service providers and are not compliance related. CONTRACTOR shall be responsible for specific case management services as defined by County, for RITE program participant cases that are pending additional information or resolution and are not currently assigned to RITE/GAIN activities.

III. METHOD OF COMPENSATION

Contractor will receive compensation for Case Management as outlined below:

- A. Contractor shall include all case management activities in the fixed rate unit price to be reimbursed to the Contractor upon monthly receipt by the County of a Fixed Unit Price Invoice and Request for Cash Invoice for program costs.
- B. Contractor shall be compensated at the rate of \$42.00 per participant per month during the period participant is in compliance or a case is pending resolution for referral to a RITE program service provider.
- C. Contractor shall submit the following support documentation to COUNTY with the Request for Cash Invoice, by the 15th work day of each month:
 - *RITE Case Management List*, including participant's full name, case number, social security number, and explanation of services provided.
 - *RITE Compliance Case Management List*, for participants processed for Compliance, including participant's full name, case number, social security number

FISCAL YEAR 2004/2005

**REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)**

EXHIBIT C

STATEMENT OF WORK

CENTRALIZED AUTOMATED PARTICIPANT PROCESSING

I. PROGRAM ACTIVITY

The Centralized Automated Participant Processing is a combination of functions designed to expedite the registration, referral, and enrollment of participants into the RITE program, and assignment to the culturally, linguistically and geographically appropriate RITE case management and employment service provider(s).

II. RESPONSIBILITY OF CONTRACTOR

The CONTRACTOR is responsible for completing the various steps required for Centralized Automated Participant Processing, which may include, but not be limited to the following:

- Coordinate with CSS and DPSS for data review of the list of potential RITE participants.
- Report missing or incorrect/incomplete data to DPSS for correction, including identifying duplicate participant names.
- Categorize participants by Ethnicity/Language, City and Zip Code.
- Provide a refined list to CSS for review.
- Coordinate with CSS staff to create an orientation schedule and provide a list of case management assignments to RITE service providers.
- Maintain a database that includes participant orientation date, location, time, and assigned case manager file number.
- Register/enroll participants for RITE program activities through data entry on the GAIN Employment Activity Reporting System (GEARS).
- Assign and transfer the participant case to the appropriate RITE program service provider case manager file cabinet number via GEARS.
- Send orientation participant list to the appropriate RITE service provider.
- Prepare and send an activity assignment letter, in the participant's primary language where available, to all participants scheduled for orientation.

- Process incoming mail for CSS RITE cabinet cases including receiving mail from RITE participants and DPSS/GAIN offices related to CSS/RITE cabinet cases; Review documents and check GEARS for additional information to determine the appropriate action to be taken; Forward documentation as necessary to the appropriate agency for action; Return all mail that cannot be appropriately processed to the GAIN Administrative Liaison.
- Receive transfer cases from all GAIN regions and forward the participant file folder to the appropriate RITE program service provider.

CONTRACTOR must ensure that the appropriate staff member update all activity *daily* on the GAIN Employment Activity Reporting System (GEARS).

III. METHOD OF COMPENSATION

- A. The CONTRACTOR shall include all Centralized Automated Participant Processing activities in the fixed rate unit price to be reimbursed to the Contractor upon monthly receipt by the County of a Fixed Unit Price Invoice and Request for Cash Invoice for program costs.
- B. CONTRACTOR shall be compensated at the rate of \$30.00 per participant as a result of the Centralized Automated Participant Processing.
- C. Contractor shall submit the following support documentation to COUNTY with the Request for Cash Invoice, for Centralized Automated Participant Processing services, by the 15th work day of each month:
 - *RITE Automated Participant Processing List*, including participants full name, case number, social security number, and scheduled orientation date.

FISCAL YEAR 2004/2005

**REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)**

EXHIBIT C

STATEMENT OF WORK

ORIENTATION

I. PROGRAM ACTIVITY

The Orientation session is a one-day activity designed to give participants an understanding of the RITE program, their rights and responsibilities as participants, the County's role and responsibilities in helping them attain self-sufficiency; support services and transitional benefits available. The Orientation also offers tax incentive programs for employers who hire them, work incentive programs, benefits of a working lifestyle and the County's work-first philosophy. The Orientation also includes general information on RITE program components such as education including English as a Second Language, training, employment and post-employment opportunities and available supportive services.

II. RESPONSIBILITY OF CONTRACTOR

- A. The CONTRACTOR shall maintain centralized Orientation sites in close proximity to RITE participants' place of residence.
- B. CONTRACTOR must conduct Orientation in the participant's primary language.
- C. The CONTRACTOR shall provide motivational training that will empower participants to strive for economic self-sufficiency.
- D. Teach participants strategies and techniques to build strong family relations.
- E. CONTRACTOR shall administer the Literacy Assessment Test during Orientation, and submit the test to the participant's Case Manager for scoring and forward to the Job Club Instructor.
- F. CONTRACTOR must track participants who attend Orientation/Motivation, and maintain a record of attendees.
- G. The CONTRACTOR will also explain any welfare reform changes that affect

participants, explain the postponement/exemption criteria from welfare-to-work activities, and the consequences for failing to comply.

III. METHOD OF COMPENSATION

CONTRACTOR will receive compensation for Orientation as outlined below:

- A. CONTRACTOR shall include all Orientation activities in the fixed rate unit price to be reimbursed to the CONTRACTOR upon monthly receipt by the County of a Fixed Unit Price Invoice and Request for Cash Invoice for program costs.
- B. CONTRACTOR shall be compensated at the rate of \$20.00 per participant scheduled to attend Orientation.
- C. CONTRACTOR shall submit the following support documentation to COUNTY with the Request for Cash Invoice, for Orientation services, by the 15th work day of each month:
 - *RITE Orientation List*, including participants full name, case number, social security number, and scheduled orientation date.

FISCAL YEAR 2004/2005
REFUGEE IMMIGRANT TRAINING
& EMPLOYMENT PROGRAM (RITE)

EXHIBIT C

STATEMENT OF WORK

**TIME LIMIT (TL) WORKSHOPS
(CCLA/CIU)**

I. PROGRAM ACTIVITY

CalWORKs recipients that have continuously received cash assistance since January 1, 1998, will exhaust the 60-Month Lifetime Limit For Cash Aid, beginning January 1, 2003.

Time Limit (TL) Workshops are a **voluntary** activity offered to active and inactive (deregistered) RITE program participants identified by DPSS as being at risk of reaching their 60-month lifetime limit on CalWORKs cash aid. The workshops are designed to review the 60-month time limit regulations, remind participants of the various services available to them, such as Specialized Supportive Services, Post-Employment Services, education and training, job development services, child care, transportation and work-related expense payments. The workshops are also to be used to encourage participants to begin or resume program participation to help reach independence from welfare. Compliance/sanction procedures will not be initiated for participants who fail or refuse to attend the Time Limit Workshop.

Participants are to be offered the opportunity to have their time on aid reviewed for clock-stoppers or conditions that cause a month of aid to not be counted against the 60-month lifetime limit.

II. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR shall obtain from CSS/DPSS when available, listings of the CalWORKs participants identified as being at risk of exhausting their 60-month lifetime limit for receiving cash assistance.

B. CONTRACTOR shall follow the Time Limit Workshop process as follows:

1. REVIEWING

- CONTRACTOR must ensure that the listings provided are reviewed to determine the number of participants that need to be contacted. The listings shall include:
 - a) The designated active participants, identified by the corresponding GEARS file cabinet numbers beginning with 9C.
 - b) All deregistered/inactive participant cases identified by the GEARS file cabinet numbers 8Y, 8X86, 9U, 9X13, and the Unknown status cases.
 - c) Participant listings submitted to CSS by all RITE service providers of participant cases that are no longer active and assigned to the providers' GEARS designated cabinets.

2. SCHEDULING

- CONTRACTOR shall request and maintain a supply of the metered Time Limit Invitational Postcards at each location, as available from CSS/DPSS, for scheduling TL workshops.
- CONTRACTOR shall copy and maintain a supply of the T91-23 "Language Blurb" to be included with the invitational postcards for all non-English/non-Spanish speaking participants. CONTRACTOR staff must protect participant confidentiality by ensuring that the T91-23 is folded and inserted in the postcard and the postcard is stapled shut.
- CONTRACTOR shall schedule monthly Time Limit Workshops for all listed participants at the CONTRACTOR'S designated sites throughout Los Angeles County.
- CONTRACTOR shall provide a Time Limit Workshop Schedule to CSS, prior to the beginning of each month, reflecting all workshops to be conducted by the CONTRACTOR during the month.
- CONTRACTOR must submit a Weekly Time Limit Exemption Review Request Report to CSS each Friday, for the workshops held during the report week.

3. OUTREACH

- CONTRACTOR must contact each listed participant by sending a TL Invitational Postcard, as available from CSS/DPSS, inviting participant attendance to the scheduled informational Time Limit Workshop. If postcards are not available, CONTRACTOR staff must outreach by telephone to invite and encourage voluntary attendance to a scheduled workshop.
- To the extent possible, CONTRACTOR staff will make reminder telephone calls to participants invited to the workshops.
- CONTRACTOR must inform participant that they are entitled to complete the CalWORKs 60-Month Time Limit Review and Exemption Request and/or discuss program participation either immediately following a Time Limit Workshop or if more convenient for the participant, by scheduling an appointment.
- CONTRACTOR must maintain a supply of outreach materials at each location, as available from CSS/DPSS, for distribution to participants. The outreach materials include the "Time Is Running Out" flyer and the "Beat The Clock" goal plan. The outreach materials are translated and available in most threshold languages.

4. TIME LIMIT WORKSHOPS

- CONTRACTOR must have designated trained staff to conduct scheduled workshops according to the established workshop outline as provided in the Advance Administrative Directive entitled "Rapid GAIN Flow For CalWORKs Participants Approaching The 60 Month Lifetime Limit," dated 07/02/02.
- CONTRACTOR shall conduct the workshops as needed for the listed participants, in the participant's primary designated language, at a location close to the participant's residence.
- CONTRACTOR shall coordinate with CSS/DPSS approved entities to provide specific presentations during the Time Limit Workshops. For example: The Los Angeles County Child Support Services Department (CSSD) and/or Specialized Supportive Services providers may be included to offer information to participants during the workshops.

- CONTRACTOR shall encourage participants with an open/active case, to meet with their designated Case Manager immediately following the Time Limit Workshop.
- CONTRACTOR shall inform the attending participant with a deregistered/inactive case, of his/her right to meet with a Case Manager after the Time Limit Workshop to discuss the participant's past and current RITE/GAIN program participation and to transfer the participant's electronic case file from an inactive cabinet location to an active cabinet with an appropriate RITE service provider.
 - a) If the participant is mandatory, the participant's case should be registered, and transferred to an appropriate RITE service provider for evaluation, activity assignment, exemption review, and case management.
 - b) If the participant is non-mandatory or currently in an exemption status, but chooses to participate and/or have an exemption review, the participant's case should be registered and referred to an appropriate RITE service provider for evaluation, activity assignment, exemption review and case management.

5. REQUEST FOR TIME LIMIT REVIEW

- CONTRACTOR must ensure that Case Managers are available to meet with their assigned participants immediately following the Time Limit Workshops, to the extent possible.
- CONTRACTOR must ensure that Case Managers complete the "60-Month Time Limit Evaluation" to assess the participant's individual circumstances, and review the participant's past and current RITE program participation in order to determine the most appropriate services.
- CONTRACTOR must administer the evaluation, complete the CalWORKs 60-Month Time Limit Review and Exemption Request according to the procedures outlined in the Advance Administrative Directive entitled "Rapid GAIN Flow For CalWORKs Participants Approaching The 60 Month Lifetime Limit," dated 07/02/02, and the previously established procedures for RITE program Case Managers to process Exemption requests.

C. CONTRACTOR must ensure that Case Manager(s) update all participant activity *daily* on the GAIN Employment Activity Reporting System

(GEARS) and maintain a copy of all successfully updated screen printouts in the participant's record folder.

III. METHOD OF COMPENSATION

- A. CONTRACTOR shall be reimbursed for conducting Time Limit Workshops for their current/active participants included on the list provided by CSS/DPSS, through case management billing.
- B. CONTRACTOR shall be reimbursed for processing/scheduling and conducting Time Limit Workshops for the deregistered/inactive participants included on the listings provided by CSS/DPSS as follows:
 - 1. The COUNTY will reimburse the CONTRACTOR on the basis of the fixed unit price of \$10.00 per participant for the Centralized Automated Participant Processing (CAPP) services related to reviewing the lists, inviting and scheduling inactive participants for Time Limit Workshops.
 - 2. The COUNTY will reimburse the CONTRACTOR on the basis of the fixed unit price of \$20.00 per participant for each inactive participant attending the workshop.
- C. At the time of billing the CONTRACTOR must submit a list of all participants processed, invited and scheduled for a Time Limit Workshop, and all participants who attended a Time Limit Workshop.

Exhibit D.
Applicable Forms and Inserts

FUTURE PROGRAMS

Long-Term Family Self-Sufficiency Plan Family Assessment and Family Services Liaisons Program

The Long-Term Family Self-Sufficiency (LTFSS) Plan is a comprehensive five-year plan to help California Work Opportunity and Responsibility to Kids (CaWORKs) participants and other low-income families attain long-term self-sufficiency.

As part of the standard sequence of welfare-to-work activities, each CaWORKs participant would engage in a Family Inventory. This family inventory will be strength-based and will identify the family's human services needs, as well as the family's existing involvement with other County services, such as Probation or Department of Children and Family Services (DCFS).

The inventory should identify the family's strengths as they move towards self-sufficiency, as well as any needs that could be addressed through services available through the Long-Term Family Self-Sufficiency Plan or through other sources. Administration of the inventory will also identify whether families receiving CaWORKs are already involved with other public systems, such as DCFS or Probation, which will facilitate the integration of services to those families.

The Long-Term Family Self-Sufficiency Plan is designed to help families achieve positive outcomes in the five key areas adopted by the Board of Supervisors: Good Health, Safety and Survival, Economic Well-Being, Social and Emotional Being, and Education/Workforce Readiness.

As Long-Term Family Self-Sufficiency projects are implemented by the Department of Public Social Services (DPSS), RITE contractors should be prepared to implement the projects as instructed.

The Long-Term Family Self-Sufficiency Plan and information pertaining to the Plan can be reviewed at this DPSS web site:

<http://www.ladpss.org>

In addition, it is proposed that a Family Assessment and Family Services Liaisons Program for time-limited participants will be implemented at a future date by DPSS. At such time DPSS implements the program, RITE contractors should be prepared to implement the projects as instructed.

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

www.babysafeLA.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saez, Director



Los Angeles County Board of Supervisors
Elvira Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroshvitz, Supervisor, Third District
Don Knotts, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and NFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT: _____

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS CERTIFICATION
LOWER-TIER TRANSACTIONS

(BEFORE SIGNING, READ ALL INSTRUCTIONS ON THE FOLLOWING PAGES WHICH ARE PROVIDED FOR YOUR INFORMATION IN COMPLETING THIS CERTIFICATION. ONLY THE SIGNED CERTIFICATION FORM NEEDS TO BE RETURNED TO CSS.)

This certification is required by the regulations implementing Executive Order #12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, "Participants Responsibilities". The regulations were published as Part IV of the May 26, 1988 Federal Register (pgs. 19160-19211).

- (1.) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b.) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes on commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements or receiving stolen property;
 - (c.) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d.) Have not, within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2.) Where the primary principal is unable to certify any of the statements in this certification, such principal shall attach an explanation to this certification.

TYPE NAME

TITLE

SIGNATURE

CONTRACT (REGISTRATION) NUMBER

ORGANIZATION NAME

DATE

DEBARMENT CERTIFICATION INSTRUCTIONS

1. By signing and submitting this certification, the primary principal is providing the attached certification.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation of this covered transaction. The principal shall submit an explanation of why it cannot provide the attached certification. The certification or explanation will be considered in connection with the Job Training Partnership Division (JTPD) determination whether to enter into this transaction. However, failure of the primary principal to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of the fact upon which reliance was placed when the JTPD determined to enter into this transaction. If it is later determined that the primary principal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the JTPD may terminate this transaction for cause or default.
4. The primary principal shall provide immediate written notice to the JTPD at any time the primary principal learns its certification was an erroneous when submitted, or has become erroneous by reason of changed circumstance.
5. The terms "covered transactions", "debarred", "suspended", "ineligible", "lower-tier transaction", "participant", "person", "primary-covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order #12549. You may contact your assigned monitor for assistance in obtaining a copy of those regulations.
6. The primary principal agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or, or voluntarily excluded from participation in this covered transaction, unless authorized by the JTPD.
7. The primary principal further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transaction", provided by the JTPD without modification in all lower-tier covered transactions.

DEBARMENT CERTIFICATION INSTRUCTIONS (CONTINUED)

8. A principal in a covered transaction may rely upon a certification of a principal in lower-tier covered transactions that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A principal may decide the method and frequency by which it determined the eligibility of its principals. Each principal may, but it is not required to check the "List of Parties Excluded From Procurement or Non-Procurement Programs".
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render good faith the certification required by this clause. The knowledge and information of the principal is not required to exceed that which normally possessed by prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph # 6 of these instructions, if a principal in a covered transaction knowingly entered into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the JTPD/Department of Labor (DOL) may terminate this action for cause or for default.

NOTE:

Type the name and title of the responsible individual. The signature should be the same as the agreement/subgrant (contract) signatory.

Type the agreement/subgrant registration (contract) number, the organizational name and the date signed.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
CALWORKS REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT PROGRAM (RITE)
FY 04-05 FIXED UNIT PRICE INVOICE

CENTRAL INTAKE UNIT (CIU)

AGENCY:

CONTRACT NO.:

CONTRACT PERIOD:

INVOICE PERIOD:

CSS USE ONLY

CSS ANALYST

DATE

FISCAL

DATE

(1) ACTIVITY/COMPONENT	(II) CONTRACT BUDGET SUMMARY		(III) BILLING FOR CURRENT MONTH ONLY				(IV) TOTALS BILLINGS TO DATE				(V) CUMULATIVE PAYMENTS TO DATE			
	UNIT PRICE		UNIT PRICE	NO. OF UNITS	PAYMENT DUE		UNIT PRICE	NO. OF UNITS	TOTAL DUE		UNIT PRICE	NO. OF UNITS	TOTAL PAYMENTS	
Centralized Automated Participant Processing (CAPP)	\$30/participant		\$30	0	\$0		\$30	0	\$0		\$30	0	\$0	
RITE Orientation	\$20/participant		\$20	0	\$0		\$20	0	\$0		\$20	0	\$0	
Case Management	\$42/participant		\$42	0	\$0		\$42	0	\$0		\$42	0	\$0	
Time Limit Services														
Time Limit Centralized Automated Participant Processing (TL CAPP)	\$10/participant		\$10	0	\$0		\$10	0	\$0		\$10	0	\$0	
Time Limit Workshops	\$20/participant		\$20	0	\$0		\$20	0	\$0		\$20	0	\$0	
TOTALS					\$0				\$0				\$0	

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract.

I also certify that all required payroll tax and income tax monies have withheld from wages of persons employed by this organization to this date, and that such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared by: _____ Title: CIU Financial Analyst

Phone: _____ Date: _____

Director of CIU Department: _____

Phone: _____ Date: _____



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
CAIWORKS REFUGEE/IMMIGRANT TRAINING AND EMPLOYMENT PROGRAM (RITE)
FY 04-05 REQUEST FOR CASH INVOICE

AGENCY: _____

ADDRESS: _____

CITY: _____

ZIP: _____

CONTRACT NO.: _____

CONTRACT PERIOD: July 01, 2003 - June 30, 2004

INVOICE PERIOD: July 2003

CSS USE ONLY

Reviewed By: _____ Date: _____

Approved By: _____ Date: _____

Amount Paid: _____

Enc. # _____

PROGRAM TITLE	(I) Contract Budget Summary	(II) Cumulative Payments To Date	(III) Total Billings To Date	(IV) Cash Requested for Current Month (Col. III minus II)
RITE Program	\$0	\$0	\$0	\$0

CERTIFICATION:

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract.
I also certify that all required payroll tax and income tax monies have withheld from wages of persons employed by this organization to this date, and that such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. *I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.*

Signature: _____

Title: _____

Contact: Hortensia Prihoda, Program Accounting

Phone: (213) 738-2662

Fax: (213) 738-6430

ATTACHMENT C**MINORITY/WOMEN PARTICIPATION VENDOR SURVEY****RITE SERVICE PROVIDERS**

Agency Name	Board Members	Staff
	% Minority/ % Women	% Minority/ % Women
1. Armenian Evangelical Social Service Center (AESSC)	36%/36%	84%/84%
2. Armenian Relief Society (ARS)	100%/100%	100%/95%
3. Catholic Charities of Los Angeles	19%/28%	92%/65%
4. CBD College (CBD)	40%/40%	100%/69%
5. Community Employment Project (CEP)	100%/0%	95%/59%
6. Community Rehabilitation Industries (CRI)	20%/80%	75%/65%
7. Economic and Employment Development Center (EEDC)	100%/20%	100%/60%
8. International Institute of Los Angeles (IILA)	38%/50%	86%/79%
9. Jewish Vocational Service (JVS)	50%/50%	100%/100%
10. Los Angeles Unified School District (LAUSD)	57%/43%	98%/66%
11. Pacific Asian Consortium in Employment (PACE)	80%/N/A	97%/69%